

Exhibit A

LEASEHOLD SURRENDER INTEREST

South Rim Accommodations, Facilities and Services CC-GRCA001-01

This Exhibit A to this CONTRACT establishes certain terms and conditions of the CONTRACT regarding the nature, scope and applicable conditions of leasehold surrender interest. In event of any inconsistency between this Exhibit A and Exhibit F of this CONTRACT this Exhibit A shall prevail.

Section 1. Definitions.

“Arbitration” means binding arbitration conducted by an arbitration panel. All arbitration proceedings conducted under the authority of this Exhibit A will utilize the following procedures unless otherwise agreed by the Concessioner and the Director. One member of the arbitration panel will be selected by the Concessioner, one member will be selected by the Director, and the third (neutral) member will be selected by the two party-appointed members. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Concessioner and the Director. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. Determinations must be made by a majority of the members of the panel and will be binding on the Concessioner and the Director.

A “capital improvement” is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this CONTRACT and located on lands of the United States within the area. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Exhibit A.

“Construction cost” of a capital improvement means the total of the incurred eligible direct and indirect costs necessary for constructing or installing the capital improvement that are capitalized by the concessioner in accordance with Generally Accepted Accounting Principals (GAAP).

“Consumer Price Index” means the national “Consumer Price Index--All Urban Consumers” published by the Department of Labor. If this index ceases to be published, the Director will designate another regularly published cost-of-living index approximating the national Consumer Price Index.

“Depreciation” means the loss of value in a capital improvement as evidenced by the condition and prospective serviceability of the capital improvement in comparison with a new unit of like kind.

“Eligible direct costs” means the sum of all incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project), that are necessary both for the construction of a capital improvement and are typically elements of a construction contract. Eligible direct costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): building permits; materials, products and equipment used in construction; labor used in construction; security during construction; contractor’s shack and temporary fencing; material storage facilities; power line installation and utility costs

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during construction; performance bonds; and contractor's (and subcontractor's) profit and overhead (including job supervision, worker's compensation insurance and fire, liability, and unemployment insurance).

"Eligible indirect costs" means, except as provided in the last sentence of this definition, the sum of all other incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project) necessary for the construction of a capital improvement. Eligible indirect costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): architectural and engineering fees for plans, plan checks; surveys to establish building lines and grades; environmental studies; if the project is financed, the points, fees or service charges and interest on construction loans; all risk insurance expenses and ad valorem taxes during construction. The actual capitalized administrative expenses (in amounts no higher than those prevailing in the locality of the project) of the Concessioner for direct, on-site construction inspection are eligible indirect costs. Other administrative expenses of the Concessioner are not eligible indirect costs.

"Fixtures and non-removable equipment" are manufactured items of personal property of independent form and utility necessary for the basic function of a structure that are affixed to and considered to be part of the structure such that title is with the Director as real property once installed. Fixtures and non-removable equipment do not include building materials (e.g., wallboard, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, paint, etc.). Because of their special circumstances, floating docks (but not other types of floating property) that may be constructed by the Concessioner pursuant to the terms of this CONTRACT are considered to be non-removable equipment for leasehold surrender interest purposes only. Except as otherwise indicated in Exhibit A, the term "fixture" includes the term "non-removable equipment."

"Leasehold surrender interest" solely means a right to payment in accordance with this CONTRACT for related capital improvements that the Concessioner makes or provides within the area on lands owned by the United States pursuant to the terms and conditions of this CONTRACT. The existence of a leasehold surrender interest does not give the Concessioner, or any other person, any right to conduct business in a park area, to utilize the related capital improvements, or to prevent the Director or another person from utilizing the related capital improvements. The existence of a leasehold surrender interest does not include any interest in the land on which the related capital improvements are located.

"Leasehold surrender interest value" means the amount of compensation the Concessioner is entitled to be paid for a leasehold surrender interest in capital improvements in accordance with this CONTRACT. The leasehold surrender interest value in existing capital improvements under the terms of this CONTRACT is an amount equal to:

- (1) The initial construction cost of the related capital improvement;
- (2) Adjusted by (increased or decreased) the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index from the date the Director approved the substantial completion of the construction of the related capital improvement to the date of payment of the leasehold surrender interest value;

- (3) Less depreciation of the related capital improvement on the basis of its condition as of the date of termination or expiration of this CONTRACT, or, if applicable, the date on which the Concessioner ceases to utilize a related capital improvement (e.g., where the related capital improvement is taken out of service by the Director pursuant to the terms of this CONTRACT).

“Major rehabilitation” means a planned, comprehensive rehabilitation of an existing structure that:

- (1) The Director approves in advance and determines is completed within 18 months from start of the rehabilitation work (unless a longer period of time is approved by the Director in special circumstances); and
- (2) The construction cost of which exceeds fifty percent of the pre-rehabilitation value of the Structure.

“Pre-rehabilitation value” of an existing structure means the replacement cost of the structure less depreciation.

“Real property improvements” means real property other than land, including, but not limited to, capital improvements.

“Related capital improvement” or “related fixture” means a capital improvement in which the Concessioner has a leasehold surrender interest.

“Replacement cost” means the estimated cost to reconstruct, at current prices, an existing structure with utility equivalent to the existing structure, using modern materials and current standards, design and layout.

“Structure” means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

“Substantial completion of a capital improvement” means the condition of a capital improvement construction project when the project is substantially complete and ready for use and/or occupancy.

Section 2. Obtaining a leasehold surrender interest.

The Concessioner will obtain leasehold surrender interest in capital improvements constructed in accordance with the terms and conditions of this CONTRACT, including, without limitation, the terms and conditions of this Exhibit A to the CONTRACT.

Section 3. Authorizing the construction of a capital improvement.

The Director may only authorize or require the Concessioner to construct capital improvements on

area lands in accordance with the terms and conditions of this CONTRACT and for the conduct by the Concessioner of visitor services, including, without limitation, the construction of capital improvements necessary to conduct visitor services.

Section 4. Requirements for beginning to construct a capital improvement.

Before beginning to construct any capital improvement, the Concessioner must obtain written approval from the Director in accordance with the terms of this CONTRACT, including the terms and conditions of this Exhibit A and Exhibit F. The request for approval must include appropriate plans and specifications for the capital improvement and any other information that the Director may specify. The request must also include an estimate of the total construction cost of the capital improvement. The estimate of the total construction cost must specify all elements of the cost in such detail as is necessary to permit the Director to determine that they are elements of construction cost as defined in this Exhibit. (The approval requirements of this and other sections of this CONTRACT also apply to any change orders to a capital improvement project and to any additions to a structure or replacement of fixtures as described in this CONTRACT.)

Section 5. Requirements after substantial completion of a capital improvement.

Upon substantial completion of the construction of a capital improvement in which the Concessioner is to obtain a leasehold surrender interest, the Concessioner must provide the Director a detailed construction report in accordance with the terms and conditions of this CONTRACT, including without limitation Exhibit A and Exhibit F. The construction report must be supported by actual invoices of the capital improvement's construction cost together with, if requested by the Director, a written certification from a certified public accountant. The construction report must document, and any requested certification by the certified public accountant must certify, that all components of the construction cost were incurred and capitalized by the Concessioner in accordance with GAAP, and that all components are eligible direct or indirect construction costs as defined in this Exhibit. Invoices for additional construction costs of elements of the project that were not completed as of the date of substantial completion may subsequently be submitted to the Director for inclusion in the project's construction cost.

Section 6. Determining construction cost for purposes of leasehold surrender interest value.

After receiving the detailed construction report (and certification, if requested), from the Concessioner, the Director will review the report, certification and other information as appropriate to determine that the reported construction cost is consistent with the construction cost approved by the Director in advance of the construction and that all costs included in the construction cost are eligible direct or indirect costs as defined in this Exhibit A. The construction cost determined by the Director will be the construction cost for purposes of the leasehold surrender interest value in the related capital improvement unless the Concessioner requests arbitration of the construction cost under Section 7 of this Exhibit A. The Director may at any time amend a construction cost determination (subject to arbitration under Section 7 of this Exhibit A) if the Director determines that it was based on false, misleading or incomplete information.

Section 7. Arbitrating the construction cost of a capital improvement.

If the Concessioner requests arbitration of the construction cost of a capital improvement determined

by the Director, the request must be made in writing to the Director within 3 months of the date of the Director's determination of construction cost under Section 6 of this Exhibit A. If a timely request is not made, the Director's determination of construction cost under Section 6 shall be the final determination of the construction cost. The arbitration procedures are described in Section 1 of this Exhibit A. The decision of the arbitration panel as to the construction cost of the capital improvement will be binding on the Concessioner and the Director.

Section 8. Actions the Concessioner may or must take regarding leasehold surrender interest.

The Concessioner:

- (a) May encumber a leasehold surrender interest in accordance with the terms of this CONTRACT.
- (b) Where applicable, must transfer its leasehold surrender interest in connection with any assignment, termination or expiration of this CONTRACT; and
- (c) May waive or relinquish a leasehold surrender interest.

Section 9. Extinguishment of a leasehold surrender interest.

A leasehold surrender interest may not be extinguished by the expiration or termination of this CONTRACT and a leasehold surrender interest may not be taken for public use except on payment of just compensation. Payment of leasehold surrender interest value pursuant to the terms of this CONTRACT will constitute the payment of just compensation for leasehold surrender interest within the meaning of this CONTRACT and for all other purposes.

Section 10. Leasehold surrender interest under a new concession contract.

If the Concessioner under this CONTRACT is awarded a new concession contract by the Director, and the new concession contract continues a leasehold surrender interest in related capital improvements, then the Concessioner's leasehold surrender interest value (established as of the date of expiration or termination of this CONTRACT) in the related capital improvements will be continued as the initial value of the Concessioner's leasehold surrender interest under the terms of the new concession contract.

Section 11. Payment for leasehold surrender interest if the Concessioner is not awarded a new concession contract.

- (a) If the Concessioner is not awarded a new concession contract after expiration or termination of this CONTRACT, or, the Concessioner, prior to such termination or expiration, ceases to utilize under the terms of this CONTRACT capital improvements in which the Concessioner has a leasehold surrender interest, the Concessioner will be entitled to be paid its leasehold surrender interest value in the related capital improvements. The leasehold surrender interest will not be transferred until payment of the leasehold surrender interest value. The date for payment of the leasehold surrender interest value, except in special circumstances beyond the Director's control, will be the date of expiration or termination of this CONTRACT, or the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT. Depreciation of the related capital improvements will be established as of the date of expiration or termination of this

CONTRACT, or, if applicable, the date the Concessioner ceases to utilize the capital improvements under the terms of this CONTRACT.

(b) In the event that extraordinary circumstances beyond the control of the Director prevent the Director from making the leasehold surrender interest value payment as of the date of expiration or termination of this CONTRACT, or as of the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT, the payment when made will include interest on the amount that was due on the date of expiration or termination of this CONTRACT or cessation of use for the period after the payment was due until payment is made (in addition to the inclusion of a continuing Consumer Price Index adjustment until the date payment is made). The rate of interest will be the applicable rate of interest established by law for overdue obligations of the United States. The payment for a leasehold surrender interest value will be made within one year after the expiration or termination of this CONTRACT or the cessation of use of related capital improvements under the terms of this CONTRACT.

Section 12. Process for determining leasehold surrender interest value.

In the event that the Concessioner and the Director cannot reach agreement as to a leasehold surrender interest value where required by the terms of this CONTRACT, the leasehold surrender interest value will be determined by arbitration upon request of the Director or the Concessioner. The arbitration procedures are described in Section 1. A prior decision as to the construction cost of capital improvements made by the Director or by an arbitration panel in accordance with this Exhibit A are final and not subject to further arbitration.

Section 13. Payment of leasehold surrender interest by a new concessioner.

A new concession contract awarded to a new concessioner will require the new concessioner to pay the Concessioner its leasehold surrender interest value in existing capital improvements as determined under Section 12.

Section 14. Obtaining additional leasehold surrender interest by undertaking a major rehabilitation or adding to a structure in which the Concessioner has leasehold surrender interest.

If the Concessioner, with the written approval of the Director, undertakes a major rehabilitation or adds a new structure (e.g., a new wing to an existing building or an extension of an existing sidewalk) to an existing structure in which the Concessioner has a leasehold surrender interest, the Concessioner will increase its leasehold surrender interest in the related structure, effective as of the date of substantial completion of the major rehabilitation or new structure, by the construction cost of the major rehabilitation or new structure. The Consumer Price Index adjustment for leasehold surrender interest value purposes will apply to the construction cost as of the date of substantial completion of the major rehabilitation or new structure. Approvals for major rehabilitation and additions to structures are subject to the same requirements and conditions applicable to new construction as described in this CONTRACT.

Section 15. Obtaining additional leasehold surrender interest by replacing a fixture in which the Concessioner has a leasehold surrender interest.

If the Concessioner replaces an existing fixture in which the Concessioner has a leasehold surrender interest with a new fixture, the Concessioner will increase its leasehold surrender interest by the amount of the construction cost of the replacement fixture less the construction cost of the replaced fixture.

Section 16. Obtaining a leasehold surrender interest in existing real property improvements in which no leasehold surrender interest exists.

(a) If the main body of this CONTRACT requires the Concessioner to replace fixtures in real property improvements in which there is no leasehold surrender interest (e.g., fixtures attached to an existing government facility assigned by the Director to the Concessioner), a leasehold surrender interest will be obtained by the Concessioner in such replacement fixtures subject to the approval and determination of construction cost and other conditions contained in the CONTRACT.

(b) If the main body of this CONTRACT requires the Concessioner to undertake a major rehabilitation of a structure in which there is no leasehold surrender interest (e.g., a government-constructed facility assigned to the Concessioner), upon substantial completion of the major rehabilitation, the Concessioner will obtain a leasehold surrender interest in the structure. The initial construction cost of this leasehold surrender interest will be the construction cost of the major rehabilitation. Depreciation for purposes of leasehold surrender interest value will apply only to the rehabilitated components of the related structure.

Section 17. No leasehold surrender interest results from repair and maintenance of real property improvements.

The Concessioner will not obtain initial or increased leasehold surrender interest as a result of repair and maintenance of real property improvements unless a repair and maintenance project is a major rehabilitation.

Exhibit B

OPERATING PLAN

South Rim Accommodations, Facilities and Services
CC-GRCA001-01

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I. INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the "Concessioner") and Grand Canyon National Park (hereinafter referred to as the "NPS") shall serve as a supplement to Concession Contract CC-GRCA001-01 (hereinafter referred to as the "Contract"). It describes specific operating responsibilities of the Concessioner and the NPS with regard to those lands and facilities within Grand Canyon National Park which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Grand Canyon National Park.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

II. PURPOSE OF THE OPERATING PLAN

The Concessioner is required by the terms of the Contract to operate the concession in a manner that is considered satisfactory by the NPS. It is the purpose of this Operating Plan to define the operating requirements and relationship between the Concessioner and the NPS. Both the Concessioner and the NPS have specific responsibilities as outlined in the Contract and this document.

III. MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

A. Concessioner

1. The Concessioner will manage this operation. The Concessioner shall employ an on-site General Manager and Assistant Manager, who will carry out the policies and directives of the NPS as well as those of the Concessioner in the operation of the authorized concessions facilities and services in Grand Canyon National Park.
2. To achieve an effective and efficient working relationship between the Concessioner and the NPS, the Concessioner must designate an on-site representative, to be available in the park at all times, who has full authority to act as a liaison in all concession administrative/operational matters within Grand Canyon National Park.
3. The on-site manager will employ staff with the expertise to operate all services authorized under the Contract.
4. The on-site manager will furnish the NPS with an initial list identifying key management and supervisory personnel and their job titles, with updates as changes occur.

5. An executive chef position will be on-property to ensure the highest level of food and beverage services.
6. An Occupational Health Nurse will oversee the Concessioner's drug testing program, work with workers' compensation issues and coordinate with the NPS Emergency Services Coordinator and NPS Risk Management Officer to implement the Concessioner's Risk Management Program. The Nurse will also help employees with arranging for treatment at the medical clinic, and will operate under standing orders to be developed in cooperation between the Concessioner and medical clinic, and approved by the clinic.
7. The Concessioner will designate one of its managers as its Environmental Program Coordinator. This person will be the key person in coordinating implementation of the Concessioner's environmental program.

B. NPS

1. The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the NPS, including management of concessioners. Through NPS representatives, the Superintendent reviews, supervises, and coordinates concession activities related to Grand Canyon National Park.

Monitoring concession contract compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates and operating seasons/hours, improvements to facilities, and construction.

2. The Management Assistant coordinates legislative and congressional affairs, partnerships and public affairs. The Public Information Officer coordinates public affairs, special events, VIP visits informational briefings and directs the park's commercial filming program. Both coordinate activities directly with the Concessioner.
3. The Chief of the Concessions Management Division (Chief) coordinates the functions of other NPS divisions relating to concession operations. The Chief makes recommendations on all aspects of the Concessioner's operation to the Superintendent. The Chief ensures necessary evaluations and inspections are performed, including those required by the United States Public Health Service (USPHS), Park Risk Management Officer, and the Concessioner Review Program. The Chief ensures all Concessioner rates are approved based upon current comparability studies or applicable guidelines. The Chief acts as liaison between the Concessioner and Superintendent.
 - a. To support the Chief of Concessions Management, Concessions Management Specialists review and coordinate the Concessioner's day-to-day activities. They develop prospectuses and contracts. They review and evaluate operational and maintenance activities; rate, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; construction proposals; environmental management; annual financial reports; insurance coverage; and all other contract requirements.

- b. The Park Sanitarian monitors food and beverage services, grocery stores, solid waste disposal, and water and waste water systems to ensure adherence to all applicable public health standards.
- 4. The Deputy Superintendent supervises and manages the functions of all divisions except Concessions, as they relate to the overall park operation.
- 5. The Park Risk Management Officer monitors the Concessioner's Risk Management Program to ensure it meets all applicable standards and conducts an annual review of the Risk Management Program.
- 6. The Chief Ranger initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions.

District Rangers and Branch Chiefs serve as the direct line of communication to the Concessioner on matters related to fire management, law enforcement, risk management, prescribed fire, search and rescue, emergency medical services and resource protection. Division personnel may assist with concession operational evaluations and critical item follow-ups.

- 7. The Chief of Interpretation acts on behalf of the Superintendent in matters pertaining to interpretation, and environmental education. The Interpretive Division works with the Concessions Management Division to evaluate/monitor and provide training as appropriate to Concessioner interpretive activities.
- 8. The Chief of Maintenance and Engineering acts on behalf of the Superintendent in matters pertaining to maintenance and supervises the activities of facility managers. The Chief of Maintenance acts on behalf of the Superintendent in matters pertaining to compliance with Applicable Environmental Laws.
 - a) Facility Managers and Maintenance Supervisors provide day-to-day supervision over all maintenance activities and operations, including utilities and hazard tree mitigation. They serve as the direct line of communications to the Concessioner on routine maintenance matters.
 - b) The Park Architect works directly with the Concessioner on historic preservation, rehabilitation of historic structures and all other construction/design/compliance matters in the park.
- 9. The Director of the Science Center acts on behalf of the Superintendent in all matters pertaining to natural and cultural resources management such as air quality monitoring, vegetation management, fish and wildlife management, etc.

The Park Compliance Officer works directly with the Concessioner to ensure compliance with natural, cultural, and resource protection requirements.

- 10. The Park Curator serves as direct line of communication to the Concessioner about care, treatment and preservation of historic furnishings, decorative arts, etc.

11. The Chief of Administration acts on behalf of the Superintendent in matters related to fiscal management associated with the Concessioner activities, including billing for payment of franchise fees, utilities, lease fees, quarters rental, and personal services provided by the NPS to the Concessioner.
12. The Implementation Team Manager acts on behalf of the Superintendent in all matters pertaining to implementation of the General Management Plan, which includes scheduling, planning, review of site plans, design, construction, razing of buildings and restoration. The Team Manager has direct communication with the Concessioner on these matters.

IV. CONCESSION OPERATIONS

The operation of accommodations, facilities, and services authorized by the Contract will conform to the evaluation standards set forth in the National Park Service Concessioner Review Program and with this Operating Plan.

A. Operational Evaluations

1. The NPS shall inspect and monitor concession facilities and services with respect to NPS policy, applicable standards, authorized rates, risk management, public health, impacts on cultural and natural resources, and visitor concerns and reactions. The NPS will evaluate all services and facilities operated by the Concessioner to ensure public safety and health, ensure sound environmental management, identify maintenance and operating deficiencies as they may occur, and ensure satisfactory services and accommodations for the general public within assigned areas of responsibility.
2. The Superintendent's representative(s), normally the Concessions Management Specialists, will conduct periodic inspections of Concessioner facilities and services to ensure conformance to operational standards established by the Concessions Management Guideline. When possible, concession managers will be contacted at the time of evaluations so that a representative of the Concessioner has the opportunity to accompany the NPS evaluator. However, these evaluations may occur without prior notice.
3. The Park Sanitarian shall conduct periodic food service evaluations without prior notice. Additionally, the Concessioner will maintain and follow its own formal, written food service sanitation self-inspection program. The NPS will help the Concessioner develop and update the program as necessary.
4. The Concessioner will perform annual interior and exterior fire and safety inspections of all concession buildings. Written records verifying the completion of such inspections will be maintained by the Concessioner and available to the NPS upon request.
5. The NPS Risk Management Officer will conduct at least one annual comprehensive risk management and occupational health evaluation, reviewing the Concessioner's plans and

inspection records. The Risk Management Officer will also conduct random on-site reviews of reports, plans, facilities and equipment.

6. The NPS reserves the right, in accordance with the Contract, to enter the Concessioner's facilities at any reasonable time for any inspection or when otherwise deemed necessary.
7. The Concessioner must be responsive to dates assigned for correction of deficiencies and abatement plans for correction of identified deficiencies. The Concessioner will meet with NPS officials to schedule and prioritize correction of deficiencies and improvement programs resulting from these inspections.
8. The Concessioner shall fully cooperate with environmental audits conducted by the NPS.

B. Rates

1. The Concessioner will submit written requests for all rate changes at least 90 days prior to anticipated implementation date. Complete details on product or service descriptions must be provided by the Concessioner in these rate proposals. Requests for rate changes will be processed as expeditiously as possible.

Annual requests for rate changes must be submitted according to the following schedule. Under extenuating circumstances, the National Park Service may approve rates at other times.

Food/Beverage	February 1
Livery/Phantom Ranch Operations	December 1
Transportation Operations	October 15
Overnight Accommodations	December 1
All other products/services	January 2

2. The Concessioner will submit draft menus to the Superintendent for approval before printing. When a change is proposed for any menu item, the full menu must be submitted. Draft menus will reflect design, artwork, layout, and selection of items. Menus will include appropriate interpretive information.
3. The Concessioner shall provide a range of service levels and associated prices for all goods and services provided to the public under the Contract.
4. If the Concessioner offers an item or service at less than the optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis, but should be used only in unavoidable situations.
5. The NPS will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 90 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the NPS will attempt to accommodate this request; however, this will not be normal procedure. If a longer

response period is needed, the NPS will inform the Concessioner of the altered response date.

6. The Concessioner will prominently post all rates for goods and services provided to the visiting public.

C. Reduced Rates for Government Employees and Others

1. Government employees on official business and others (not family members) on park-related business, as designated by the Superintendent, will receive reduced rates for lodging and transportation. Reduced rates are not applicable under any circumstances for food or merchandise, including groceries, gasoline, or other automobile needs.
2. Reduced rates for lodging and transportation for Government employees and others on official business will be part of the approved rate schedules and will not exceed allowable per diem.
3. The Concessioner will provide free transportation services (including livery service) and other related Concessioner activities for park staff evaluating Concessioner services.

D. Schedule of Operation

The Concessioner will provide authorized services for Area visitors on a year-round basis. Some facilities close or reduce operations seasonally. The Concessioner will annually submit a written schedule of proposed opening and closing dates and operating hours for all concession facilities for the Superintendent's approval prior to implementation.

Schedules used in recent seasons are included as Appendix 7 to this Plan.

The NPS will give reasonable notice of any schedule changes that it may initiate. Weather, visitation, maintenance needs, and emergencies may cause specific dates of operating seasons to fluctuate; these dates, however, will be agreed upon and approved by the NPS.

E. Staffing and Employment

1. Concessioner Hiring
 - a. The Concessioner will hire a sufficient number of employees to ensure satisfactory services during shoulder as well as peak visitor seasons.
 - b. The Concessioner will offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.
 - c. The Concessioner will establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner will establish employment

standards to ensure that guest safety and security are maintained and that sensitive positions, such as those with access to guestroom keys, are identified.

- d. The Concessioner will maintain, to the greatest extent possible, a drug-free workplace. The Concessioner shall conduct education programs for its employees to deter substance abuse. The Concessioner will require those employees who are in safety sensitive positions to participate in periodic drug testing.
 - e. It is the responsibility of the Concessioner to structure a drug testing program for its employees which ensures, to the greatest degree possible, a drug-free workplace. The Concessioner shall provide the Concessions Management Office with a written summary of drug testing activity on a quarterly basis. The Concessioner's normal employee drug testing program may include pre-employment, random, and reasonable suspicion testing.
 - f. Unless otherwise inconsistent with law, the Concessioner will drug-test employees if specifically requested to do so by the NPS law enforcement office, based upon reasonable suspicion of illegal drug use or possession, independently established by NPS law enforcement personnel.
 - g. The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.
 - h. Drivers of delivery trucks or passenger carrying vehicles shall have a valid Arizona operator's license for the size and class of vehicle being driven. They shall also meet any additional requirements established by the Arizona Department of Public Safety for the vehicle driven or passengers carried.
 - i. The Concessioner will cooperate with the authorized park medical services provider to ensure that Concessioner employees have access to medical services within the park.
2. Employee Housing
- a. The Concessioner will provide housing and food service for its employees as appropriate. The room and board account should be a break-even account to the extent possible. The Concessioner will ensure that employees' room and board charges do not exceed earnings as a result of any mandatory reduction in work. Menu cycles should repeat no more often than every three weeks.
 - b. The Concessioner will inspect all quarters for fire and safety compliance soon after initial occupancy of a residence and on an established periodic basis. Monthly fire drills will be performed by the Concessioner in all dormitory buildings of more than one story.
 - c. The Concessioner's Risk Manager is responsible for health and safety inspections in employee housing areas. The NPS Concession Management Specialists are responsible for conducting periodic inspections of Concessioner's employee housing.

- d. The Concessioner will provide adequate cooking and food storage facilities where appropriate. The Concessioner will ensure employee compliance with health, fire, and safety code regulations and NPS policies and guidelines. Food storage facilities shall be rodent- and vermin-proof. Employee rooms will be adequately furnished to serve the number of occupants. Employees will have access to laundry facilities separate from Camper Services.
 - e. Abandoned vehicles: The Concessioner will advise the NPS law enforcement office, on a regular basis, of vehicles that are not currently licensed, are not operable, and/or appear to have been abandoned within areas assigned to the Concessioner. The NPS will, at its discretion, initiate impound actions pursuant to authority found in 36 CFR 2.22. The Concessioner will then arrange for such vehicles to be towed to an impound lot outside the Area at the expense of the Concessioner. It will then be the owner's responsibility to recover the vehicle from impound, and the responsibility of the Concessioner to recover towing costs from the owner.
 - f. The Concessioner Housing Manager will provide the Concessions Management Office with a listing of occupancy with site number, employee name, and employer for long-term trailer villages, on a quarterly basis.
 - g. Employee Trailer Villages will be managed as described in Appendix 22: "Special Rules for Management and Operation of Concessioner Operated Trailer Villages" (Sept. 15, 1990 and as may be amended).
 - h. Concessioner housing policies are subject to written NPS approval. The Concessioner must submit its initial policies to the Concession Management Office, for approval by the NPS within 90 days of effective date of Contract. Subsequent changes must be approved in writing by the Superintendent.
3. Employee/Staffing Practices
- a. All employees dealing with the general public shall wear uniforms or standardized clothing with a personal nametag. Employees will project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance. The Concessioner shall take appropriate steps to enforce these rules.
 - b. The Concessioner shall have an affirmative action plan, as required by law, and shall post the plan in offices and work areas.
4. NPS Employees and Families

The Concessioner shall not employ in any status an NPS employee, his/her spouse, or minor children of NPS employees without the Superintendent's written approval. Employees must submit a written request to the Superintendent. The Concessioner shall not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Chief of

Concessions Management, Concessions Management Specialists, Risk Management Officer,
or Public Health Sanitarian.

5. Training Program

- a. The Concessioner will provide employee orientation and training and will inform its employees of park regulations and requirements that affect their employment and activities while residing and working in Grand Canyon National Park. Additional orientation, pertinent to each developed area where the employees are assigned, will be conducted by the Concessioner. The NPS Division of Interpretation will assist with development of orientation programs if requested, and may be available to assist with presentations.
- b. The Concessioner will provide adequate, applicable training to each employee prior to job assignments and working with the public. The Concessioner will ensure that managers are oriented to the NPS evaluation and rate programs, as outlined in the Concessions Management Guideline.
- c. The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact and/or who provide visitor information.
- d. The Concessioner will provide interpretive skills training to all its employees who provide interpretive and/or informational services, using discipline-specific training materials of its own design. The NPS will work closely with the Concessioner to refine its methods of preparing and conducting effective interpretive programs. The NPS will evaluate interpretive visitor services to ensure their appropriateness, accuracy, and the connection of interpretive presentations to primary parkwide interpretive themes.

6. Employee and Community Services

- a. Community Recreation Center. As part of its responsibility to provide adequate recreational opportunities for its employees, the Concessioner will provide community recreational facilities and services, including operation of the Community Recreation Center.
 - (i) The Community Recreation Center's program provides for various types of recreation for concession, cooperator and NPS employees, such as dances, wellness center, sports activities, fitness programs, computer use, movies, videotape rentals, etc. Decisions regarding the Recreation Center's programs will be made in consultation with NPS and the Grand Canyon Community Recreation Program, Inc.
 - (ii) The Concessioner will provide adequate staffing for the Community Recreation Center, including, but not limited to, the salary, benefits, housing and administrative support for a Recreation Center Manager and adequate staff. These positions are to be employees of the Concessioner. The Concessioner will provide supervision and set annual performance goals for the Recreation Center Manager.
 - (iii) The Concessioner will provide day-to-day maintenance of the Center as described in the Maintenance Plan.

- b. The Concessioner shall support and participate in other community functions such as the schools, day care, etc., as appropriate, in light of its employees' participation in these functions.

7. Employee Transportation

- a. The Concessioner will provide free transportation to and from the park medical services provider for all its employees needing routine medical care who do not have personal conveyance.
- b. The Concessioner will provide a free employee shuttle to and from job sites on a year-round basis. The schedule and stops will be approved by the NPS.

V. SCOPE AND QUALITY OF SERVICE

All services are to be provided in a consistently high quality manner. Service standards provided by the NPS Concessions Evaluation Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring its own operations to ensure that quality standards are met.

A. Overnight Accommodations

1. General

The Concessioner will provide clean, well-maintained overnight accommodations. Furnishings, bedspreads, pictures, draperies, etc., will express a park theme with sensitivity to historic preservation and decor. The Concessioner will coordinate improvements to rooms and furnishings with the NPS. The Concessioner must have prior written NPS approval before implementation of improvements or changes.

2. Telephone Services

Telephone services shall provide public access to long distance services in accordance with "The Telephone Operator Consumer Service Act." The rate to guests for local calls made from rooms should not exceed current local pay phone charges. The rate to guests for long distance calls should not exceed 15% over the cost to the Concessioner of providing these services. The Concessioner will not remove or supplement public pay phones installed in the park without prior written approval of the Superintendent.

3. Lodging Reservations, Cancellations, Deposits and Refunds

- a. The Concessioner will adequately staff a reservations office to meet user demands. The reservations office will be located outside the park.
- b. The Concessioner will submit its deposit and refund policies for NPS approval as part of its annual rate approval process.

- i. A deposit of the first night's lodging may be required to hold a reservation. This deposit shall be considered as full payment for the first night's lodging secured. Deposits may be paid by cash, check, money order, or credit card. The Concessioner is required to accept at a minimum three major credit cards.
 - ii. Refunds will be processed within two weeks of cancellation.
 - iii. The cancellation policy will be reviewed and approved annually as part of the rate approval process.
 - c. The Concessioner will use an electronic reservation system, and will provide a toll-free telephone reservation system. This number will be established within 90 days of Contract execution.
 - d. Group/Tour bookings will be kept to a maximum of 40% of the total available overnight accommodations for each class of service, during peak season, which currently established as March 15 to November 1.
4. Conventions, Group Meetings, and Special Events
- a. The Concessioner shall limit convention and group meeting use (ten or more people) of its facilities to the off-season period(s) currently established as November 1 through March 15 and then only to fill accommodations, which would otherwise be vacant. Facilities may not be set aside for exclusive use by special groups if they will interfere with the general public's use and enjoyment of the area or facility.

B. Food and Beverage Service

The Concessioner will offer food services that provide a range of prices and dining experiences to visitors, i.e., fast food operations, cafeterias, family style restaurants, full service restaurants, and gourmet dining. Food service operations will offer a variety of options at each location, including vegetarian entrees, light eater's portions, and children's menus. The Concessioner may cater events in the park.

C. Alcoholic Beverage Sales

- 1. The Concessioner will comply with the State of Arizona Alcoholic Beverage Control (ABC) Act and all other Applicable Laws.
- 2. Alcoholic beverage service will be available to the public at designated restaurants and lounges (bars). No promotional activities will center on alcoholic beverages (i.e., happy hours, two-for-one sales, etc.) The Concessioner is encouraged to develop incentives for designated drivers such as free soft drinks and coffee. Bartenders and servers will be trained to recognize persons who should not be served, as part of their alcohol service training.

The following chart provides facility-specific information regarding alcoholic beverages authorized and type of sale/service. All lounges will close at or before 11:00 p.m. There will be no take-out or packaged sales for alcoholic beverages from any of these facilities.

Alcoholic beverage sales at Phantom Ranch are limited to in-house sales (beer hall); no packaged alcohol is to be distributed or sold to other activities or concessioners from this location.

<u>FACILITY</u>	<u>Distilled</u>	<u>Beer</u>	<u>Wine</u>
El Tovar Lounge	X	X	X
El Tovar Dining Room	X	X	X
Arizona Room	X	X	X
Bright Angel Lounge	X	X	X
Bright Angel Dining Room	X	X	X
Maswik Lounge	X	X	X
Maswik and Yavapai Cafes		X	X
Phantom Ranch		X	X
Bright Angel Fountain		None authorized	
Desert View Snack Bar		None authorized	
Hermits Rest		None authorized	
Catered Events	X	X	X

D. Merchandising

1. General: All retail services will comply with the guidelines established by the Concessions Management Guideline, "Concessioner Review Policy, Operational Performance Standards," and "Handcrafts, Gifts and Merchandise."
2. Gifts and Souvenirs: The Concessioner shall work with the NPS in support of goals of the General Management Plan and the "Gift Shop Mission Statement" which has been established for Grand Canyon National Park. This mission statement is reviewed and updated as needed. The current mission statement is found in Supplement B-1 of this Operating Plan.

Each retail outlet will be theme oriented as identified in the Gift Shop Mission Statement.

In Grand Canyon National Park, gift and souvenir sales will conform to the following guidelines:

- a. A broad range of gifts and souvenirs will provide visitors with opportunities to buy inexpensive as well as fine gifts and art items.
- b. Handcrafted items representing park and regional themes, including crafts by Native Americans, will be actively sought and prominently displayed. Native American handcrafted items provided for retail sales shall represent only local/regional tribes, as

approved by the Superintendent. All merchandise sold as handcrafted items will have appropriate certification.

- c. Gift shops will offer items that have a direct relationship to Grand Canyon National Park, its environs, its history, or other related environmental or cultural topics. This will provide visitors with opportunities to buy mementos of their park visit while at the same time obtaining information or educational messages related to the park's resources. Where possible and appropriate, informative tags will be attached to sales items to show their relationship to park themes. Items of park interpretive value and general value in environmental and cultural education will be prominently displayed.
- d. Gifts and souvenir items that do not relate to identified park themes will not be restocked. Existing stocks may be sold until depleted.
- e. Retail sales at Phantom Ranch will be limited to the following merchandise:
 - T-shirts (1 design specific to the Ranch)
 - Caps (1 design specific to the Ranch)
 - Bandanas (1 design specific to the Ranch)
 - First aid supplies/drug items (list to be approved by the NPS)
 - Flashlights (1 hiker-type)
 - Batteries for flashlights/cameras
 - film
 - Post cards (5 specific to Phantom Ranch)
 - Hiker snack items (list to be approved by the NPS)

Retail display will be inconspicuous and limited in nature. Only one sample of each item may be displayed in the dining room. Stock will be stored out of public view.

E. Interpretive Services

1. General

The Concessioner shall submit to the NPS a written plan for its interpretive program which outlines, for both non-personal and personal services, a basic description of topics to be covered, bibliography of resource materials being used, and the scope of employee training to be provided.

2. Free Programs

Free interpretive programs will be provided on a scheduled basis to the public. These programs will interpret Fred Harvey History from exploration to early development and tourism (For example, Harvey Girl Tours at the El Tovar, etc.) Programs should emphasize both human history and area development. The programs and schedules are subject to prior written approval by the NPS. Programs may include a Bright Angel Lodge history tour, El Tovar tour, Mary E. J. Colter tour, etc.

3. Media and Publications

In addition to personal interpretation, the Concessioner will actively pursue a non-personal interpretive program (media and publications).

- a. At food service facilities, interpretive messages will be included on menus, placemats, paper cups, tent-cards on tables, etc. Printed interpretive information will be placed in overnight accommodations.
- b. Primary parkwide interpretive themes will be considered during facility design.
- c. The Concessioner will explore a wide range of media for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and NPS goals. These programs will be approved by the NPS. The Division of Interpretation is available to advise the Concessioner in the development of interpretive programs that encompass all of these efforts.

4. Guided Vehicular Tours

- a. The Concessioner will provide scheduled guided bus tours as specified in the Contract.

Name of Tour	Itinerary
Hermits Rest	Trail View #2, Hopi, Pima And Hermit's Rest
Hermits Rest Sunset Tour	Itineraries to be approved
Sunset	Yavapai, Trail View #2, Mojave
Sunrise	Yavapai, Trail View #2, Hopi
Bright Angel	Mather, Yavapai, Trail View #2, Hopi
Desert View	Yavapai, Moran, Lipan and Desert View
Railroad Tours (provided to Railroad Passengers)	Itineraries to be approved.

- b. Transportation services originating in the park to outside destinations are prohibited.
- c. The Concessioner will provide a sufficient number of trained, courteous drivers and support staff to meet its operating schedule. Personnel will wear appropriate uniforms and name tags at all times.
- d. Tour and information desks will be staffed by employees who are familiar with the park and can provide information and interpretive messages to the general public. These centers are authorized at the Bright Angel, Maswik, and Yavapai lobby areas.

5. Other Guided Services

- a. Step-on guide service is authorized at rates to be approved by the NPS.
- b. Concession employees who serve as guides to visitors will provide accurate and appropriate thematic interpretation of the area.

F. Transportation

1. The Concessioner will provide on-call 24-hour taxi service, on an operating basis to be approved by the Superintendent.
2. The taxi service may pick up and drop off visitors in Tusayan.
3. The Concessioner will provide complimentary shuttle service for guests of overnight accommodations between parking lots and hotels in Grand Canyon Village. After the Grand Canyon Transit System begins operations, parking lots on the Rim at Grand Canyon Village will be closed, and this shuttle will serve guests parking at the Maswik Transportation Center.
4. The Concessioner will comply with all Applicable Laws regarding the operation of transportation equipment. The Concessioner will carry out all operations in a safe, professional manner.

G. Automobile Service Station

1. The service station located at Desert View will provide self-service islands equipped with double pumps to ease congestion.
2. A minimum of two grades of unleaded gasoline, along with diesel, will be sold at the service station.
3. Pumps will provide 24-hour credit card access, after Desert View Service Station renovations are completed.
4. Emergency after-hours gasoline service will be available subject to an NPS-approved call-out rate. The station will be equipped and supplied with parts to make emergency vehicle repairs and provide minor roadside repairs/assistance. Appropriately certified mechanics will be available at the service station.
5. Tiltbed towing services shall be provided by the Concessioner and based at the Desert View Service Station and in the Grand Canyon Village. The towing service shall provide for emergency minor roadside repairs. Disabled vehicles will be towed to service providers outside the park. There will be no storage compound authorized in the park for this purpose.
6. The Concessioner shall provide locksmithing service to assist visitors who have lost or locked their keys in their vehicles. This service will be based from the Grand Canyon Village, at rates approved by the NPS.
7. All used motor oil, antifreeze and similar materials shall be recycled with no long-term storage authorized in the park.

8. The Concessioner will comply with all Applicable Laws regarding hazardous materials and environmental concerns. The Concessioner shall place a salvage drum at the service station and be equipped to immediately address any spill.
9. Attendants will provide special assistance to patrons if requested.

H. Mule Operation

1. Stock Animal Care
 - a. The Concessioner will select and use mules on the basis of good health, appearance, trail worthiness, and mild disposition.
 - b. The Concessioner will care for mules, including necessary veterinary care, shoeing, worming, vaccinations, and grooming, and will ensure they remain in healthy condition. The Concessioner will promptly treat all sick or injured stock. Stock with non-disabling but unsightly injuries shall not be used until such time as they also appear healthy to the public.
 - c. If any stock should die, the Concessioner is responsible for disposal of the carcass to prevent it from becoming a nuisance or safety hazard to park visitors. The Concessioner is responsible for disposal of the carcass, even from a trail, in accordance with the guidelines laid out in Exhibit H, the Maintenance Plan. Any exceptions must be approved in writing by the NPS.
 - d. The Concessioner will maintain current health records and immunization records for all stock in use and/or stabled on lands assigned to the Concessioner. The NPS may inspect the condition of the stock at any time. At a minimum the Concessioner is required to provide a veterinarian's examination certificate for each animal in use in the park on an annual basis. A statement based on a general walk-through will not suffice. Each animal must be assessed, including packing stock.
 - e. The Concessioner will rotate stock to avoid overuse. If the Concessioner does not have an adequate number of stock animals to rotate, the number of riders and trips will be reduced accordingly.
 - f. All feed used in the operation will be certified as weed-free. The Concessioner will provide adequate hay, grain, and water to stock while they are at the stables. All feed for Phantom Ranch operations will be packed in. No grazing in the park will be allowed.
 - g. The Concessioner will clean corrals and ditches appropriately to ensure proper drainage. The Concessioner will remove manure from the corrals on a regular basis. The Concessioner will utilize fill materials for the South Rim Corrals to correct deficiencies. The Concessioner will clean hitching areas, corrals, and other areas frequented by Concessioner stock on a regular schedule; this includes inner canyon areas. The Concessioner is responsible for fly control in corral areas by methods approved by the

NPS. Further details about stock-related maintenance are found in Exhibit H, the Maintenance Plan.

2. Trail Use/Livery Operations

- a. Routes and trips: The NPS must approve all routes used by the Concessioner.

Overnight mule trips may utilize the Bright Angel Trail down to Phantom Ranch and return the next day via the South Kaibab Trail to Yaki Corrals. Plateau Point rides must utilize the Bright Angel Trail to Plateau Point and return by the same route on the same day. Stock may use the designated trail from the South Rim Corrals to the stone corral at the Village. Stock will be trailered from Yaki corrals to the South Rim corrals. No other trails or route directions, either on the rim or below the rim, are authorized for Concessioner mule use.

Two mule trips per day are permitted into Phantom Ranch on the Bright Angel Trail and two mule trips per day are permitted from Phantom Ranch to Yaki Corrals. Two mule trips per day are authorized to and from Plateau Point. Each mule trip is limited to a string of 11 stock.

- b. All provisions of the Backcountry Management Plan relating to stock use in the park are applicable to this concession operation, unless this plan provides more restrictive operating procedures.
- c. All food products and supplies are packed into Phantom Ranch via Concessioner mule pack string. Mule strings for packing are limited to five pack animals and one riding mule (wrangler). All Concessioner packing activities are limited to the South Kaibab Trail. All garbage and excess supplies must be packed out of Phantom via these strings. No loose herding of animals is allowed on park trails. Pack strings may not have additional riders accompany them.
- d. The emergency evacuation of visitors from the inner canyon by mule, commonly called dragout service, shall be provided throughout the year. Use of dragout service will be confined to the Bright Angel Trail, South Kaibab Trail, and the Plateau Point Trail. No dragout service is to be initiated without authorization from the NPS. The Concessioner will be responsible for recovering costs of dragout service directly from users.
- e. The Concessioner will at all times maintain a reliable and effective two-way radio system to provide communication between wranglers/trip leaders and the Concessioner's dispatch system. The Concessioner will work with the Grand Canyon National Park communications supervisor to coordinate use of frequencies and make any arrangements for necessary hardware required for both intra-company communications and direct communication with the park dispatch office.
- f. Each trip must be equipped with a first aid kit. The following items are recommended as a minimum:
 - Band-aids in multiple sizes, latex free

- Electrolyte replacement powder, 4 packets
 - Sunscreen lotion or zinc oxide
 - 1” wide adhesive tape, latex free
 - 3” wide adhesive tape, latex free
 - One 3” ace wrap
 - compress pads, multiple sizes
 - face mask (for doing CPR) latex free
 - disposable gloves (4 sets) latex free
 - space blanket (2)
 - operable flashlight
 - sanitizing lotion (either bottle or wipes are fine)
 - scissors
 - tweezers
 - digital thermometer
 - SAM splint
 - Triangular Bandage (2)
- g. Transportation of luggage from the South Rim to Phantom Ranch, commonly called duffel service, may be provided by the Concessioner at a level approved by the NPS.
- h. Reporting: The Concessioner will report the following data to the Superintendent on a quarterly basis, due by the 5th day of the following quarter:
- total number of mules available
 - total number of mules rented to guests identified by trip types
 - number of dragouts by location
 - number of duffels carried by location.
 - number of pack string trips

3. Mule Operation Employee Responsibilities

- a. Guides (wranglers) must be at least 18 years of age. All guides will be trained in Community First Aid and CPR (the 8-hour course) at a minimum. As part of training prior to guiding any trips, each potential guide must accompany two trips with a group and a certified guide, on trails where he or she will be utilized as a guide. The Concessioner will ensure that its employees have such training prior to guiding any trips or dragouts.
- b. All certified guides must know ground-to-air distress signals used by the NPS and be certified in basic helicopter loading and unloading procedures for transportation of injured or ill individuals.
- c. Proof of current training and certification is required.
- d. Guides will provide guests with a structured interpretive program during mule rides. The Concessioner will provide the NPS with a list of these programs and designated locations. This list shall be updated and provided to the NPS as necessary. These

programs shall be closely related to primary parkwide interpretive themes and will be audited by NPS employees as part of the operational review program.

- e. The Concessioner will ensure that all road/bicycle path crossings utilized by its stock are free of mud and manure.
 - f. The Concessioner will provide adequate safety and area orientation training for all guides. The Concessioner will select mule operations employees on the basis of their experience in stock use and ability to serve the public. All guides shall be experienced stock handlers, have an understanding of common stock ailments and injuries, and be able to treat the animals or recognize the necessity of seeking veterinary assistance.
 - g. The Concessioner will report all accidents, unsafe conditions, or any lost stock to the NPS Dispatch Office immediately.
 - h. The Concessioner will provide guests an orientation program, including safety and riding instructions, prior to each ride.
4. Equipment: All tack and related equipment must be maintained and in good and serviceable condition. Saddlebags, canteens, and rain slickers will be provided for the convenience of the visitor. The Concessioner will regularly inspect all saddles and bridles for good appearance and to ensure their safe condition. The Concessioner will repair all defective or damaged tack prior to continued use. An adequate number of packsaddles shall be maintained for packing supplies and materials when necessary. All children's saddles shall be equipped with tapaderos.
5. Rider Requirements: Though there are no age restrictions for riders, riders must be a minimum of 4'7" tall and be capable of controlling the animals. The Livery Manager is responsible for assessing riding ability to determine eligibility for trips. Riders shall weigh no more than 200 pounds. Riders must be able to speak and understand fluent English.

I. Shower and Laundry Facilities (Camper Services)

Camper Services is a staffed facility providing shower and laundry facilities near Mather Campground.

- 1. Shower enclosures and stalls will be well maintained and clean. Water pressure and temperature will remain constant and be comfortable. The Concessioner shall provide at least two clothing hooks in each stall. Adequate mirror space and GFCI electrical outlets shall be provided in the facility based on number of shower stalls.
- 2. Laundry facilities and equipment will be well maintained and in working order. Equipment shall be replaced on an appropriate cyclic basis and shall have water/energy conservation features.

3. Environmentally friendly individually vended laundry detergent, powdered bleach and other laundry related supplies (as approved) should be sold at the Camper Services facility. Individually vended shower and bath supplies may also be sold.
4. No video machines or other game machines are authorized at this facility. The Concessioner will provide a seating area that is conducive to rest and relaxation. Space will be utilized for interpretive/educational messages. Video with park information may be installed with NPS approval.

J. Vending

1. Vending and ice machines and their locations will be easily identifiable, adequately illuminated, conveniently located, and of a design and color which complement the aesthetics of the building/surroundings and park area. The NPS will approve all locations and all faceplates/colors of machines. All machines will be clean, properly stocked, and in good working condition. A proposal for location of vending machines must be submitted to the Concessions Office for approval within 90 days of execution of the Contract. Recycling and/or trash containers must be provided at these locations as approved by the NPS.
2. Cigarette vending machines are prohibited.
3. When out of service for the season, signs will be posted on the vending/ice machines directing patrons to the closest available unit.
4. Internet access may be provided at sites to be approved by the NPS.

K. Kennel Service

1. The Concessioner will provide kennel operations for healthy dogs and cats in an appropriately designed facility. All employees must be properly trained in the care and handling of boarded animals. The Concessioner will comply with American Boarding Kennels Association standards and Public Health Service Standards. All pets boarded must have proof of current inoculation against rabies, DHLPP, bordetella, and parvo. Proof of inoculation must be provided prior to accepting animals to be boarded at the facility.
2. Runs will be kept clean and waste and other debris removed from drain areas at least daily. All Applicable Laws will be followed. Each animal will be properly cared for, including adequate food, water, and shelter conditions, and will be treated humanely. Food will be properly stored in vermin-proof containers.
3. Priority use of kennel services will be for the convenience of park visitors.

L. Cashier Services

1. The Concessioner will accept at least three major credit cards, cash, and traveler's checks at all facilities. The government-issued credit card will also be accepted.

2. The Concessioner will provide an ATM at Maswik Lodge, at a location to be approved by the NPS.

VI. INFORMATION MANAGEMENT

To the extent deemed possible, the NPS and Concessioner will strive for compatibility in data processing and information management. Such activities may include, but are not limited to, electronic mail exchange, file transfers between computers and computer networks, and local area network (LAN) and wide area network (WAN) planning and implementation.

VII. FINANCIAL REPORTING AND PAYMENTS

A. General.

Payments due to the NPS will be made through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD) system.

B. Utilities and cost-reimbursable billings.

For utilities and cost-reimbursable billings, the Concessioner will be given approximately two weeks to review the billing statement. NPS will then debit the Concessioner's designated bank account on the date listed on the statement.

C. Franchise fees.

The amount due to the NPS by the Concessioner will be submitted on a standard form to the Grand Canyon Budget Office by the 10th of each month. The payer's designated bank account will be debited on the 15th of each month or the first business day thereafter.

VIII. REPORTS

A. Management Information System

To document visitor use, the Concessioner will maintain a management information system on all services provided and submit a monthly report to the NPS Concessions Office that provides the following information for each type of service by location and type of unit:

1. Lodging units available.
2. Lodging units occupied.
3. Percentage of occupancy.
4. Total guest count.
5. Average number of guests per unit.
6. Average length of stay.
7. Average number of covers per day by meal period by location.

8. Mule trips by type (mule rides, size & number of pack trips, dragouts, etc.) and location (Plateau Point, one night trip, two night trips, etc.)
 9. Number of animals kennelled by type (dog or cat) and stay (day or overnight)
 10. Number of bus tours by route and number of passengers
 11. Number of step-on guide tours.
 12. Any other interpretive programs provided or as requested by the NPS.
- B. Incident Reports: The Concessioner will immediately report to the NPS Dispatch Office:
- all fatalities
 - all incidents that could result in a tort claim to the United States
 - all property damage over \$500
 - all employee, visitor, or stock injuries requiring more than minor first aid treatment
 - any fire
 - all motor vehicle accidents
 - any incident that affects the park's resources
 - any known or suspected violations of the law
- C. Human Illness Reporting: Information on all human illnesses, whether employees or guests, is to be promptly reported to the NPS Park Sanitarian. This information, along with other information received, will be evaluated by the Park Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone, using the information on the form attached as Supplement B-2 to this Operating Plan.
- D. Reports required by the Contract
- | | |
|--|----------------------------------|
| 1. Annual Financial Report | Due: April 1 |
| 2. Maintenance Reserve Activity | Due: April 1 |
| 3. Certificate of Insurance | Due: April 1 |
| 4. Construction Progress Reports | Due: Monthly |
| 5. Environmental Reports | As indicated in Contract, Sec. 6 |
| 6. Other reports and information as the NPS may request. | |

IX. SANITATION

- A. The NPS will inspect each food service (restaurant, snack bar, lounge, cafeteria, fast food, etc.) for sanitation on a periodic basis. The NPS will inspect other facilities for sanitation on a case-by-case basis.
- B. At a minimum, the Concessioner will provide sanitation training to food service managers at the start of their employment in a food service facility and at least once every three years. Food service employees will receive adequate training to handle food safely, such as the Serv-Safe program.

X. UTILITIES

- A. The Concessioner is responsible for contracting with independent suppliers to provide year-round electrical service, telephone service, propane service, etc. The Concessioner is responsible for direct payments to those suppliers.
- B. The NPS may provide water, sewer and garbage services to the Concessioner facilities at its discretion. The Concessioner will be charged for these services, at rates based on NPS costs or comparability. Rates will be determined based on the Special Directive for NPS-produced utilities, and on DO-35B when it is finalized.

XI. RISK MANAGEMENT PROGRAM

- A. Per the Occupational Safety and Health Act of 1970 and the "National Park Service Risk Management Program" Guideline, the Concessioner will provide a safe and healthful environment for all of its employees and visitors.
- B. The Concessioner will develop, maintain, and implement a documented Risk Management program ("Risk Management Plan"), as outlined in the Concessions Management Guideline. An initial submittal and request of approval of this plan will be made to the Superintendent within 120 days of the execution of the Contract.
- C. The Concessioner's Risk Management Plan will be reviewed by the NPS annually and revised as needed.

XII. LOST AND FOUND POLICY

- A. The Concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon lands assigned to the Concessioner. This plan should be submitted to the Concessions Office for review and approved by the Superintendent. Any changes must also be reviewed and approved. Procedures for the handling of lost and found property must conform to NPS-44, 10-36, dated 12/97, and 41 CFR 101-48.
- B. The concessioner will work directly with the NPS Property Office to coordinate lost and found procedures, to make it easier for visitors to inquire to both regarding lost items. This cooperation may include electronic sharing of reports on lost or found items, a dedicated e-mail address to allow visitors easy access to make inquiries, or some form of networking.
- C. If a Concessioner representative states to a visitor that a found item is in his or her possession and will be returned, but then the item disappears, and the visitor has the name of the person who gave this statement, the Concessioner is responsible for locating the item; failing this, the Concessioner will reimburse the visitor.
- D. The NPS Property Management Specialist will audit the Concessioner's lost and found operation on a yearly basis.

- E. If an item is found by a visitor outside the concessioner's land assignment, the finder shall be instructed to take such items to the NPS visitor center.
- F. Unclaimed property: It is the policy of the NPS to return unclaimed lost property to the finder after 60 days. Items which are not claimed by the owner or eligible finder within 60 days shall be considered abandoned to the United States and disposed of in accordance with 41 CFR 101-48. However, no NPS employee, Concession employee, NPS Contract employee, Resident Cooperator employee, Volunteers in the Parks, or members of their immediate families may receive any items of found property.

The Concessioner will work with the NPS Property Office to ensure that unclaimed property is disposed of properly.

XIII. COMMENTS AND COMPLAINTS

- A. The NPS will send comments and complaints regarding Concessioner facilities or services to the Concessioner. The Concessioner will investigate and respond to any complaints in a timely manner. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any such NPS responses will be forwarded to the Concessioner.
- B. The Concessioner will implement a guest comment card system for all facilities/services it provides under this Contract. Copies of all guest comment cards received by the Concessioner will be forwarded to the NPS Concessions Office on a weekly basis.

The Concessioner will provide the NPS Concessions Office with copies of all guest letters regarding complaints or compliments, with copies of the Concessioner's letter of response attached. This shall be done within 14 days of receipt of the visitors' comments.

In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (Name of Concessioner), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to:

Superintendent
National Park Service
P.O. Box 129
Grand Canyon, AZ 86023

XIV. ADVERTISEMENTS/PUBLIC INFORMATION

- A. All promotional material, including web sites, web cams, etc. must be approved by the Superintendent prior to publication, posting, distribution, broadcast, etc. Advertisements must include a statement that the Concessioner is an authorized concessioner of the National Park Service. Brochure changes and layout should be submitted to the NPS Concessions Office for review at least 30 days prior to projected need/printing dates. The Concessioner should contact NPS Concessions staff well in advance to establish specific time frames for each project.
- B. When used, advertisements for employment must contain a statement that the company is an equal opportunity employer.

XV. PROTECTION AND SECURITY

A. Law Enforcement

The NPS will provide law enforcement. Concessioner-employed security personnel act as private citizens and have no authority to take law enforcement action or carry firearms.

B. Concessioner Security Personnel

- 1. The Concessioner shall provide security personnel at each area of operation to handle Concessioner employee issues and to check its concession facilities for security purposes. Concessioner security staff will have no law enforcement authority or responsibilities. All incidents of a law enforcement nature will be reported immediately to the NPS by contacting the NPS Dispatch Office. Concessioner security personnel will not carry weapons, or other law enforcement equipment. Security personnel must be at least 18 years of age, have no felony convictions, be a US citizen or legal resident, have no theft or drug convictions within the past 5 years, and have no convictions involving fraud, weapons, sexual assault or other violent crimes.
- 2. The Concessioner will ensure that security staff obtains adequate training prior to the start of their job. The Concessioner will develop a certification program, which will indicate a minimum training level for security personnel. This certification program will be approved by the NPS, and must be implemented within 90 days of Contract execution.
- 3. The Concessioner's security staff will make immediate report of incidents as listed in the Reporting Requirements Section.
- 4. At least the manager of security staff must have a background as a law enforcement officer.

C. Fire Protection

- 1. Fire protection shall be provided jointly by the NPS and the Concessioner, with primary responsibility lying with the NPS. The Concessioner will ensure that all buildings, facilities

and support equipment within its assigned areas meet or exceed the NFPA National Fire Codes, including NFPA Life Safety Code and Uniform Fire Code, as adopted by the State of Arizona, unless specific variance is approved in writing by the Superintendent.

2. The Concessioner's fire detection, initiating, alarm and notification systems and equipment, and its fixed and portable fire suppression systems and equipment, shall be maintained in good operating condition at all times. Verification of function and condition shall be through documented inspections by qualified personnel contracted by the Concessioner. Documentation of inspections is a part of the Risk Management Program and will be reviewed by the NPS.
3. The Concessioner will immediately report all structural fires to the NPS Communications Center.
4. The Concessioner shall provide and train fire fighters to the minimum certification level of Firefighter II as set forth in NFPA 1001, Standard for Fire Fighter Professional Qualifications. Required additional and supplemental fire training such as refresher, hazardous materials, emergency medical services, urban/wildland interface, vehicle extrication, and aircraft crash and rescue training shall meet or exceed the requirements of the NPS Structural Fire Guideline and the Grand Canyon National Park Structural Fire Plan. Concessioner fire fighters shall be of sufficient number and ability, and equipped (including radios) to respond in cooperation with the NPS to suppress structural fires in Grand Canyon National Park.

The Concessioner shall provide and maintain:

- a) Personal Protective equipment which meets or exceeds NFPA Standards on Protective Ensemble for Structural Fire Fighting;
- b) Self-contained breathing apparatus which meets or exceeds NFPA Standards on Open Circuit Self-contained Breathing Apparatus; and,
- c) Personal Alert Safety devices which meet or exceed NFPA Standards on PASS.

The Concessioner is also required to provide and maintain a structural fire engine, which meets or exceeds the requirements of NFPA 1901, Standard on Automotive Fire Apparatus, as well as the buildings to house such items. It should have a minimum of a 1000 GPM pump, a 500-gallon on-board water tank, and seating for at least 4 fire fighters.

NPS/Concessioner fire drill training will be necessary to ensure firefighting effectiveness and efficiency. The Concessioner will allow Concessioner firefighters the necessary time away from their primary duties to attend training.

5. The NPS and Concessioner will enter into a separate agreement or memorandum of understanding prior to any active participation and/or training.

D. Emergency Medical Care

1. In general, the NPS provides emergency medical care. Any injury requiring more than first aid that is sustained by a visitor or employee in a concession facility, along with all medical

emergencies, will be reported promptly to the NPS Dispatch Office. All employee and/or visitor illness complaints will be promptly reported to the NPS through the Park Sanitarian so that thorough investigation procedures can be completed by the park as necessary.

2. As described in Mule Operations, the Concessioner may provide emergency transport via stock, or Dragout Service, as approved by the NPS. The Concessioner will be responsible for recovering costs of emergency evacuations directly from users.

XVI. HISTORIC PERSONAL PROPERTY

- A. Historic Personal Property, as presently identified, is listed at Exhibit J of this Contract. From time to time this list will be updated as appropriate.
- B. The Concessioner shall cooperate with the NPS in the management of Historic Personal Property. The Concessioner shall take appropriate action in a manner acceptable to the NPS and in accordance with professional preservation and curatorial methods to preserve, protect, and properly care for Historic Personal Property.
- C. Within six months of commencing operations, the Concessioner shall submit an inventory of Historic Personal Property to the NPS Concessions Office for the review and approval of the Superintendent. This inventory shall be maintained to show the current status and location of all Reserved Property. Standard identification cards and photographs of each item shall be prepared and maintained. After initial preparation and approval of the inventory, the NPS may periodically review the inventory and curatorial practices of the concessioner and require any corrective actions needed.
- D. Within one year of commencing operations, the Concessioner shall submit its Preservation Plan covering the preservation practices to be followed for each item or group of items on the inventory to the NPS Concessions Office for the review and approval of the Superintendent. The NPS may provide expert advice on the preservation and protection of this property, and shall review and approve any revisions of the Preservation Plan prepared by the Concessioner.
- E. In a manner mutually acceptable to the Concessioner and to the NPS, the Concessioner shall interpret the Historic Personal Property to park visitors.
- F. No item of Historic Personal Property may be removed from public use or from the park without the written approval of the Superintendent.

XVII. RECYCLING AND CONSERVATION

A. Source Reduction

The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Polystyrene and plastics will be used as little as possible and then only polystyrene without chlorofluorohydrocarbons. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post consumer recycled products whenever possible is encouraged.

B. Take Back Program

The Concessioner will seek vendors that deliver products to the park who are willing to "take back" their packing materials or other by-products whenever possible. This will reduce the flow of solid waste to the recycling program and to the landfill.

C. Recycling Program

The Concessioner will participate in the NPS recycling program, on a cost reimbursable basis. Products to be recycled include but are not limited to paper, newsprint, cardboard, plastics, aluminum, glass, and the Concessioner's own and its clients' waste oil and antifreeze. The Maintenance Plan identifies the level of service required under this program.

D. Water and Energy Conservation

The Concessioner will implement water and energy conservation measures for each of its facilities/services. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. All showerheads and toilet facilities will be low-water usage types. All other equipment will be low energy consumption models as appropriate. A schedule shall be developed to retrofit fixtures in existing facilities.

The Concessioner will develop a program at all lodging facilities that will promote conservation principles (i.e., reuse of towels and sheets for stay-overs and other innovative approaches). The Concessioner will submit to the NPS within 90 days of Contract execution a proposal to designate certain overnight accommodations that will utilize conservation methods and identify the methods and programs proposed in detail.

XVIII. VOLUNTEERS IN THE PARK (VIP)

The Concessioner will allow its employees to participate in the Park's Volunteers in the Park (VIP) program.

XIX. SMOKING IN BUILDINGS

All Concession facilities in the park will be smoke-free. Designated smoking areas may be established in employee dorms, recreational areas and other multiple use areas.

XX. QUIET HOURS

Quiet hours will be enforced between the hours of 10:00 p.m. and 8:00 a.m. in all concession overnight facilities and the Concessioner's employee housing areas.

Supplement B-1

GIFT SHOP MISSION STATEMENT

South Rim Facilities, Accommodations and Services
CC-GRCA001-01

Purpose

The purpose of Grand Canyon National Park is based on the legislation establishing the park and the legislation governing the National Park Service (NPS). As a place of national and global importance, Grand Canyon National Park is to be managed to:

- Preserve and protect its natural and cultural resources and ecological processes, as well as its scenic, aesthetic, and scientific values;
- Provide opportunities for visitors to experience and understand the environmental interrelationships, resources, and values of the Grand Canyon without impairing the resources.

The gift shops throughout the park play a primary role in assisting us to meet our management objectives by providing opportunities for visitors to purchase mementos of their park visit, and they serve as an extension of the park's interpretive efforts. The shops will allow visitors to take something of their park experience with them when they leave, by providing gifts and souvenirs that relate to the park and regional resources. The products sold have the potential to provide the visitor pleasant memories of his/her national park experience and further the understanding of preservation and related environmental and cultural values.

Objectives

1. The image of the park and the concessions operations are intertwined. Concessioner employees are prominent in interactions with park visitors, and should exemplify quality and professionalism. The concessioner will continue its training of retail personnel and other front line staff to be aware of the source, quality and authenticity of merchandise items. Training will also be provided to ensure that employees have a basic knowledge of general park information, and its cultural and natural attributes.
2. To the greatest extent possible, merchandise will have an identifiable relationship to Grand Canyon National Park, its environs, its natural/cultural history and other identified or related topics.
3. Themes have been identified to guide implementation of these objectives. Merchandise that does not relate to the identified themes or related topics will be phased out.
4. Merchandise with interpretive or educational value will be provided prominent display in gift shops.
5. Handcraft items representing park and regional themes will be developed through vendors or otherwise sought. Conversely, handcrafted items from other regions of the United States are not appropriate. Foreign-made merchandise is also discouraged.
6. Informational tagging will be attached to merchandise to assist in illustrating the importance of the merchandise to the park/region.

*** Grand Canyon National Park ***

*** Intermountain Region – National Park Service ***

7. Merchandise representing the identified themes will be available within a broad price range. This will provide all visitors an opportunity to purchase both inexpensive or fine gifts and/or souvenirs. When appropriate fine art should be included within the merchandise inventories.
8. It is the concessioner's responsibility to select sales items that comply with this Mission Statement and general NPS merchandising guidelines. The NPS will not dictate the sale of specific merchandise based on individual tastes, however the National Park Service reserves the right to approve the nature, type, and quality of merchandise to be offered. It is recognized that developing product lines with vendors, and finding appropriate merchandise will be an on-going process. Therefore, new inventory will be phased in over a period of time. Items that do not sell, regardless of how well they support park themes, may need to be phased out. The park and concessions staff will need to work closely to fine-tune this effort in order to make it beneficial for both entities.
9. These objectives are for gift and souvenir merchandise. It is recognized that the concessioner may also sell other general merchandise (if identified in their contract) which is necessary and appropriate to meet the visitors needs.

Themes

- Hopi House: Certified Native American Handcraft items that represent Native Americans of the Southwest. Special emphasis on historic use of the facility and artisans.
- El Tovar Hotel: First Harvey House at Grand Canyon. The beginning and early era of tourism in the area which should include the train. The Harvey Girl Tours are to be reinstated to compliment this theme.
- Bright Angel Lodge: Human history and development of trails in the park. Appropriate emphasis on Fred Harvey wranglers and mule use in the park. Fred Harvey Company History to compliment the Fred Harvey History Room.
- Lookout Studio: Geology of the area. Inspiration. Post cards, photography, posters, and other art-related items.
- Hermits Rest: Early history of the area which includes the stagecoach destination, trails development (Hermit, Boucher, Hermit Camp). Overall ambience should be that of a resting and gathering place.
- Watchtower: Certified Native American handcrafts that represent Native Americans of the Southwest. The Colorado Plateau, river, and Painted Desert themes are appropriate to this facility. Emphasis on a resting and gathering place in the main kiva room.
- Desert View Trading Post/Maswik/Yavapai: Family oriented shops with general park-related themes that include wildlife, resources, children's educational merchandise, etc. Generally lower range prices at these facilities.
- General: Each historic facility should provide an area that includes educational information on the history of the facility (i.e., who designed, age of facility, historic use, etc.). The display and sales of copies of historic photos are strongly encouraged. These photos should be accompanied by descriptive literature.

Supplement B-2

REPORTING HUMAN ILLNESSES

South Rim Accommodations, Facilities & Services
CC-GRCA001-01

The following information should be telephoned to both the Park Sanitarian and Park Safety Office.

Name: _____

Address: _____

Phone Number: _____

Person's opinion as to what caused the illness:

What are the symptoms? (nausea, vomiting, diarrhea, fever, etc.)

Do you know others who are ill?

Names:

Numbers:

What time did the illness come on?

What time did you visit what places inside the park?

Outside the Park?

In cases of gastrointestinal symptoms, obtain times and places that foods, beverages, or water were consumed and a description of specifically what was consumed.

Exhibit C

NONDISCRIMINATION

South Rim Accommodations, Facilities and Services CC-GRCA001-01

Section I: Requirements Relating to Employment and Service to the Public

A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

*** Grand Canyon National Park ***

*** Intermountain Region - National Park Service ***

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. Facilities

(1) Definitions: As used herein:

- (h) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (ii) discriminating by segregation or other means against any person.

Section II

Accessibility

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

Exhibit D

ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS

South Rim Accommodations, Facilities and Services
CC-GRCA001-01

Exhibit D-1: Land Assigned

Land is assigned in accordance with the boundaries shown on the following maps, Exhibit D-1. **Please note that the map key is a guide to the Grand Canyon Village area only. There are lands assigned in other parts of the South Rim, as well as at Phantom Ranch. The Land assignment maps are in the following order:**

Apache-Boulder Street Housing
Bulk Fuel Storage Plant
Bus Wash Facility/Bus Parking
Camper Services
Coconino Apartment Complex
Community Recreation Center
Desert View
East Havasupai Street Residences
Fire Station
General Offices – Public Garages Complex
Hermits Rest
Kaibab Street Residences
Kennels
Livestock Hitch Rails
Maswik Lodge Complex
Mohave Street Housing
Mule Barn Location
Phantom Ranch
Pinyon Park
Rim—Bright Angel Area
Rim – El Tovar Area
Rim – Maintenance Area
Village Loop Housing
West Havasupai Street Residences
Yaki Point
Yavapai Lodge and Trailer Village

When the State of Arizona gives approval on closures, the Bulk Fuel Plant and the closed service station (currently part of the Yavapai assignment) will be withdrawn from this assignment. If such closure occurs prior to the execution of this Contract, this exhibit will be altered accordingly to refrain from assigning those facilities.

Exhibit D-2: Real Property Improvements assigned to the Concessioner with Leasehold Surrender Interest:

The following real property improvements, Exhibit D-2, are assigned to the concessioner for use in conducting its operations under this Contract. The Concessioner has a Leasehold Surrender Interest in these improvements as of the effective date of this Contract.

Insurance Replacement Costs are listed for each building or group of buildings. These amounts do not necessarily reflect the amount of Leasehold Surrender Interest in any particular building. Insurance is further discussed in Exhibit I.

Exhibit D-3: Additional Real Property Improvements assigned to the Concessioner, without Leasehold Surrender Interest.

The following real property improvements, Exhibit D-3, are assigned to the Concessioner for use in conducting its operations under this Contract. These improvements have no LSI as of the beginning of the Contract because they were not Concession Improvements under the prior contract.

Insurance Replacement Costs are listed for each building. Insurance is further discussed in Exhibit I.

Exhibit D-4: Improvements Assigned during the Term of the Contract

This exhibit is to be revised as appropriate during the term of the Contract.

Exhibit D-2**REAL PROPERTY IMPROVEMENTS ASSIGNED TO THE CONCESSIONER
IN WHICH THE CONCESSIONER HAS A LEASEHOLD SURRENDER INTEREST**

At the beginning of the Contract
 South Rim Accommodations, Facilities and Services
 CC-GRCA001-01

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Apache-Boulder	812	1,128	29 Apache Street	\$131,791
Apache-Boulder	814	1,176	25 Apache Street	\$137,138
Apache-Boulder	815	1,128	19 Apache Street	\$137,392
Apache-Boulder	817	1,128	15 Apache Street	\$148,640
Apache-Boulder	818	1,176	13 Apache Street	\$142,082
Apache-Boulder	819	1,128	11 Apache Street	\$137,331
Apache-Boulder	820	1,176	9 Apache Street	\$140,124
Apache-Boulder	821	1,482	7 Apache Street	\$181,170
Apache-Boulder	822	1,128	5 Apache Street	\$140,585
Apache-Boulder	823	1,176	3 Apache Street	\$156,266
Apache-Boulder	823A	288	Rear House	
Apache-Boulder	826		Apache Shed	
Apache-Boulder	827	165	Apache Shed	
Apache-Boulder	828		Apache Shed	
Apache-Boulder	829	165	Apache Shed	
Apache-Boulder	830		Apache Shed	
Apache-Boulder	832	83	Apache Shed	
Apache-Boulder	833		Apache Shed	
Apache-Boulder	835	187	Apache Shed	
Apache-Boulder	836		Apache Shed	
Apache-Boulder	837		Apache Shed	
Apache-Boulder	838	187	Apache Shed	
Apache-Boulder	839	372	Apache Shed	
Apache-Boulder	840	372	Apache Shed	
Apache-Boulder	841	372	Apache Shed	
Apache-Boulder	842	372	Apache Shed	
Apache-Boulder	843	369	Apache Shed	
Apache-Boulder	845	780	31 Boulder Street	\$71,878
Apache-Boulder	846	735	33 Boulder Street	\$69,095
Apache-Boulder	847	780	35 Boulder Street	\$71,998

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

*** Grand Canyon National Park ***

*** Intermountain Region – National Park Service ***

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Apache-Boulder	848	780	37 Boulder Street	\$71,898
Apache-Boulder	849	780	39 Boulder Street	\$75,070
Apache-Boulder	850	780	41 Boulder Street	\$72,222
Apache-Boulder	851	780	43 Boulder Street	\$78,727
Apache-Boulder	852	777	244 Boulder Alley	\$77,906
Apache-Boulder	853	777	242 Boulder Alley	\$71,732
Apache-Boulder	854	780	240 Boulder Alley	\$72,267
Apache-Boulder	855	780	238 Boulder Alley	\$74,650
Apache-Boulder	856	780	245 Boulder Alley	\$76,227
Apache-Boulder	857	1,197	Boulder Alley Shed (6 stall)	\$27,842
Apache-Boulder	858	1,197	Boulder Alley Shed (6 stall)	\$27,842
Apache-Boulder	859	0	Boulder Alley Shed	
Apache-Boulder	860	160	Boulder Alley Shed	
Bright Angel	483	35	Bright Angel - Firewood I	
Bright Angel	507	29,408	Bright Angel Lodge	\$4,237,351
Bright Angel	507A		Equipment Shed	
Bright Angel			Heating Plant for #507	
Bright Angel	508	5,020	Bright Angel - Bucky	\$509,932
Bright Angel	509	6,829	Bright Angel - Powell	\$626,398
Bright Angel	510	1,400	Bright Angel - 6156-59	\$160,791
Bright Angel	511	636	Bright Angel - 6154-55	\$150,824
Bright Angel	511A	240	House Keeping (4)	
Bright Angel	512	1,400	Bright Angel - 6150-53	\$195,479
Bright Angel	513	681	Bright Angel - 6148-49	\$150,824
Bright Angel	514	938	Bright Angel - 6145-47	\$144,022
Bright Angel	515	936	Bright Angel - 6179-82	\$80,495
Bright Angel	516	936	Bright Angel - 6164-67	\$102,243
Bright Angel	517	529	Bright Angel - 6168-69	\$108,642
Bright Angel	518	936	Bright Angel - 6174-77	\$80,927
Bright Angel	519	936	Bright Angel - 6170-73	\$80,927
Bright Angel	520	310	House Keeping (4)	
Bright Angel	521	818	Bright Angel - 6185-87	\$68,062
Bright Angel	522	936	Bright Angel - 6160-63	\$102,243
Bright Angel	523	529	Bright Angel - 6183-84	\$73,237

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Bright Angel	524	295	Bright Angel - 6178	\$53,468
Bright Angel	526	726	Bright Angel - 6188-89 (Red Horse Cabin)	\$61,872
Bright Angel	527	542	Bright Angel - 6191-92	\$109,793
Bright Angel	528	295	Bright Angel - 6193	\$49,072
Bright Angel	529	581	Bright Angel - 6194-95	\$109,793
Bright Angel	530	529	Bright Angel - 6196-97	\$109,793
Bright Angel	531	332	Bright Angel - 6198	\$49,072
Bright Angel	535	132	Bright Angel - Electrical I	
Bright Angel	536	35	Bright Angel - Firewood II	
Bright Angel	541	160	Equipment Shed	
Camper Services	1266	4,709	Camper Services	\$527,764
Camper Services			Ice Plant next to Camper Services/Mather CG	
Coconino	537	7,534	Brown Dorm	\$627,826
Coconino	813	1,531	27 A&B Apache	\$178,514
Coconino	816	1,531	17 A&B Apache	\$184,252
Coconino	1250	1,007	40 Coconino	\$153,291
Coconino	1251	525	40 Coconino Garage	
Coconino	1340	3,073	1340 Muav Ct.	\$214,633
Coconino	1341	4,464	1341 Muav	\$284,699
Coconino	1342	2,730	1342 Muav	\$197,977
Coconino	1343	4,464	1343 Muav	\$286,461
Coconino	1344	4,464	1344 Muav	\$286,405
Coconino	1345	4,464	1345 Muav	\$286,405
Coconino	1346	4,628	1346 Muav	\$298,236
Coconino	1347	2,730	1347 Muav	\$197,977
Coconino	1348	2,730	1348 Muav	\$197,977
Coconino	1349	1,210	Employee Laundry	\$68,292
Coconino	1350	1,210	1350 Loop	\$89,419
Coconino	1351	1,210	1351 Loop	\$89,839
Coconino	1352	3,073	1352 Loop	\$208,265
Coconino	1353	3,073	1353 Loop	\$214,433
Coconino	1354	2,730	1354 Loop	\$196,469
Coconino	1355	2,290	1355 Loop	\$157,307

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Coconino	1356	2,281	1356 Loop	\$156,715
Coconino	1357	1,815	1357 Loop	\$114,372
Coconino	1358	1,294	1358 Loop	\$92,945
Coconino	1359	1,215	1359 Loop	\$89,968
Coconino	1360	1,294	1360 Boulder West	\$88,719
Coconino	1361	1,294	1361 Boulder West	\$88,593
Coconino	1362	1,224	1362 Coconino	\$90,962
Coconino	1363	1,224	1363 Coconino	\$85,433
Coconino	1364	1,283	1364 Apache West	\$94,464
Coconino	1365	1,210	1365 Apache West	\$85,127
Coconino	1366	1,890	1366 Apache West	\$116,116
Coconino	1367	1,872	1367 Apache West	\$110,477
Coconino	1369	1,867	1369 Apache West	\$110,386
Coconino	1371	2,052	1371 Apache West	\$118,019
Coconino	1373	1,867	1373 Apache West	\$110,603
Desert View	907	5,740	Watchtower	\$1,454,155
Desert View	908	130	Watchtower storage	
Desert View	913	215	Maintenance Garage	\$6,495
Desert View	914	961	DV Manager's House	\$114,338
Desert View	915	1,604	Employee 4-plex	\$149,827
Desert View	1112	1,537	Service Station	\$336,739
Desert View	1168	3,378	Trading Post	\$427,749
Desert View	1170	80	Light Plant	\$2,351
Desert View	1295	1,944	Employee 6-plex	\$183,346
Desert View	1296	610	Employee Duplex A	\$71,793
Desert View	1297	610	Employee Duplex B	\$71,793
Desert View	907A	64	Wood Storage Shed	
Desert View			Ruins Replica-- storage	
Desert View			Garage	
Desert View			Butane Tank -- utility	
Desert View			Trailer Pads (10)	
East Havasupai	1390	1,296	104 Havasupai	\$109,455
East Havasupai	1391	1,296	105 Havasupai	\$104,215
East Havasupai	1392	1,296	106 Havasupai	\$109,307

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
East Havasupai	1393	1,296	107 Havasupai	\$109,756
East Havasupai	1394	1,296	108 Havasupai	\$108,885
East Havasupai	1395	1,296	109 Havasupai	\$105,468
East Havasupai	1396	1,860	110 Havasupai	\$151,554
East Havasupai	1397	1,860	111 Havasupai	\$154,720
East Havasupai	1398	1,860	112 Havasupai	\$153,753
East Havasupai	1399	1,296	113 Havasupai	\$106,693
East Havasupai	1400	1,860	114 Havasupai	\$153,461
East Havasupai	1401	1,296	115 Havasupai	\$110,371
East Havasupai	1405	1,296	118 Havasupai	\$110,190
East Havasupai	1406	1,296	119 Havasupai	\$112,874
East Havasupai	1408	1,860	121 Havasupai	\$211,472
General Offices	551	24,030	General Offices	\$1,554,329
Hermits Rest	863	2,007	Hermit's Rest Retail	\$388,361
Hermits Rest	864	350	Hermit's Rest Storage	\$10,724
Hermits Rest	866	1,200	Manager's House	\$148,069
Hermits Rest	867		Employee Trailer	\$61,039
Kaibab St.	238	1,804	44 Kaibab	\$155,704
Kaibab St.	240	1,804	40 Kaibab	\$132,054
Kaibab St.	1378	1,312	43 Kaibab	\$108,471
Kaibab St.	1379	1,312	39 Kaibab	\$113,420
Kaibab St.	1380	1,312	33 Kaibab	\$116,189
Kennel	1321	1,008	Kennel	\$200,158
Maswik	581	1,103	Maswik (6711 - 6714N)	\$106,041
Maswik	582	1,103	Maswik (6715 - 6718N)	\$79,102
Maswik	583	1,103	Maswik (6719 - 6722N)	\$79,102
Maswik	584	1,103	Maswik (6723 - 6726N)	\$79,102
Maswik	585	1,103	Maswik (6727 - 6730N)	\$79,102
Maswik	586	1,103	Maswik (6731 - 6734N)	\$79,102
Maswik	587	1,103	Maswik (6735 - 6738N)	\$79,102
Maswik	588	1,103	Maswik Employee Laundry	\$36,269
Maswik	589	266	Maswik Utility Bldg #4 (L-85)	\$5,382
Maswik	595	237	Maswik (101N)	\$36,577
Maswik	596	237	Maswik (112N)	\$35,809

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Maswik	597	237	Maswik (114N)	\$39,777
Maswik	598	237	Maswik (116N)	\$35,809
Maswik	599	237	Maswik (118N)	\$35,809
Maswik	600	237	Maswik (119N)	\$36,577
Maswik	601	237	Maswik (120N)	\$35,809
Maswik	602	237	Maswik (201N)	\$36,577
Maswik	603	237	Maswik (203N)	\$36,577
Maswik	604	237	Maswik (205N)	\$35,809
Maswik	605	237	Maswik (207N)	\$35,809
Maswik	606	237	Maswik (209N)	\$35,809
Maswik	607	508	Maswik (211 – 213N)	\$63,600
Maswik	609	211	Maswik Utility Bldg #5 (P-2) shower house	\$6,845
Maswik	610	459	Maswik (100 – 102N)	\$85,110
Maswik	611	459	Maswik (103 – 105N)	\$63,600
Maswik	612	485	Maswik (104 – 106N)	\$63,600
Maswik	613	459	Maswik (107 – 109N)	\$85,110
Maswik	614	459	Maswik (108 – 110N)	\$63,600
Maswik	615	508	Maswik (111 – 113N)	\$63,600
Maswik	616	472	Maswik (115 – 117N)	\$64,888
Maswik	618	21,181	Maswik Lodge	\$2,688,808
Maswik	630	446	Maswik Boiler House	\$11,891
Maswik	631	107	Maswik Electric/Switch/ Boiler Room	\$5,649
Maswik	651	264	Maswik (6701)	\$13,667
Maswik	652	264	Maswik (6702)	\$13,667
Maswik	653	264	Maswik (6703)	\$13,667
Maswik	654	342	Maswik North Laundry	\$9,107
Maswik	655	264	Maswik (6704)	\$15,421
Maswik	656	264	Maswik (6710)	\$15,421
Maswik	657	264	Maswik (6705)	\$15,421
Maswik	658	264	Maswik (6709)	\$15,421
Maswik	659	264	Maswik (6706)	\$15,421
Maswik	660	264	Maswik (6708)	\$15,421
Maswik	661	264	Maswik (6707)	\$15,421

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Maswik	1104	5,184	Maswik South #1	\$457,799
Maswik	1105	5,184	Maswik South #2	\$458,329
Maswik	1106	5,184	Maswik South #3	\$457,564
Maswik	1107	4,704	Maswik South #4	\$404,191
Maswik	1108	4,704	Maswik South #5	\$401,839
Maswik	1109	4,704	Maswik South #6	\$401,980
Maswik	1326	5,059	Maswik North #1	\$696,824
Maswik	1327	2,342	Maswik North #2	\$272,350
Maswik	1328	4,470	Maswik North #3	\$434,559
Maswik	1329	5,840	Maswik North #4	\$545,915
Maswik	1330	4,412	Maswik North #5	\$440,697
Maswik	1331	5,840	Maswik North #6	\$531,840
Maswik	1332	5,756	Maswik North #7	\$551,619
Maswik	1333	5,893	Maswik North #8	\$552,707
Maswik	1334	1,532	Maswik North #9	\$150,565
Maswik	1335	5,893	Maswik North #10	\$538,607
Maswik	1336	5,840	Maswik North #11	\$532,798
Maswik	1337	5,893	Maswik North #12	\$558,104
Maswik	1338	6,062	Maswik Main Laundry	\$963,393
Mohave	1383	6,659	12 Unit Mohave	\$680,179
Mohave	1384	5,925	8 Unit Mohave	\$506,943
Mohave	1512	6,659	201-206 Mohave	\$601,027
Mohave	1513	4,406	101-104 Mohave	\$352,200
Mohave	1514	4,406	301-304 Mohave	\$351,443
Mohave	1515	4,406	401-404 Mohave	\$351,025
Phantom Ranch	872	720	Phantom Ranch Barn	\$80,272
Phantom Ranch	877	384	Laundry	\$71,945
Phantom Ranch	878	1,652	Bunkhouse	\$295,936
Phantom Ranch	879	462	Maintenance Shed	\$44,350
Phantom Ranch	880	209	Guest Cabin -4	\$62,871
Phantom Ranch	881	209	Guest Cabin -3	\$62,625
Phantom Ranch	882	209	Guest Cabin -2	\$62,871
Phantom Ranch	883	440	Manager's Cabin	\$126,332
Phantom Ranch	884	209	Guest Cabin -1	\$72,063

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Phantom Ranch	885	197	Guest Cabin -5	\$62,871
Phantom Ranch	886	197	Guest Cabin -6	\$62,625
Phantom Ranch	887	197	Guest Cabin -7	\$62,871
Phantom Ranch	888	551	Guest Cabin -9	\$126,816
Phantom Ranch	889	197	Guest Cabin -10	\$62,871
Phantom Ranch	890	419	Guest Cabin -11	\$93,752
Phantom Ranch	891	551	Guest Cabin -8	\$126,816
Phantom Ranch	892	2,198	Dining Hall	\$422,826
Phantom Ranch	893	221	Wrangler Cabin	\$66,959
Phantom Ranch	894	693	Showers	\$165,994
Phantom Ranch	895	210	Maintenance Cabin	\$60,118
Phantom Ranch	897	49	Maintenance Shed: power house/utility	
Phantom Ranch	899	344	12 Guest Dormitory	\$36,433
Phantom Ranch	900	344	13 Guest Dormitory	\$36,433
Phantom Ranch	901	344	14 Guest Dormitory	\$36,433
Phantom Ranch	902	344	15 Guest Dormitory	\$36,433
Phantom Ranch			Water Storage Tanks	
Phantom Ranch			Reservoir	
Rim - El Tovar	539	21,935	Colter Hall	\$1,802,385
Rim - El Tovar	545	9,233	Hopi House	\$1,647,841
Rim - El Tovar	1300	24,839	Thunderbird	\$2,508,419
Rim - El Tovar	1320	20,519	Kachina	\$1,995,038
Rim - Maintenance	557	6,000	Shirley Hall	\$463,115
Rim - Maintenance	562	10,958	Carpenter Shop	\$272,256
Rim - Maintenance	563	14,542	Mule Barn	\$423,995
Rim - Maintenance	564	2,278	Blacksmith Shop	\$112,696
Rim - Maintenance	569	9,830	Purchasing	\$446,054
Rim - Maintenance	572	3,868	Maintenance	\$289,382
Rim - Maintenance	575	2,168	Maintenance Storage	\$42,709
Rim - Maintenance	576	15,285	Victor Hall	\$1,208,234
Rim - Maintenance	578	4,438	Victor Hall Annex	\$351,265
Rim - Maintenance	572A	142	Maintenance Plant	
Rim - Maintenance	576A	142	Victor Hall Storage	

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Rim - Maintenance			Office/Storage	
Rim- Bright Angel	532	1,774	Lookout Studio	\$400,683
Rim- El Tovar	542	68,921	El Tovar Hotel	\$10,211,484
Village Loop	552	1,932	219 Village Loop	\$333,096
Village Loop	554	1,647	221 Village Loop	\$214,694
Village Loop	555	720	221 Village Loop-Garage	
Village Loop	552A	285	219 VL Guest House	
Village Loop	552B	520	219 VP Garage	
West Havasupai	1116	1,803	98 Havasupai	\$171,132
West Havasupai	1117	1,803	100 Havasupai	\$176,671
West Havasupai	1118	1,804	52 Kaibab	\$155,585
Yaki Point	1094	5,504	Yaki Point Mule Barn	\$211,449
Yaki Point	1123	1,200	Yaki Point Mule Barn Pole Shed	
Yaki Point	1095	710	Yaki Point Manager's House	\$92,027
Yaki Point	1096	123	Shed	
Yaki Point	1097	237	Garage	
Yavapai	146	384	Trailer Village Restroom	\$58,445
Yavapai	148	384	Trailer Village Storage	\$58,445
Yavapai	157	384	Trailer Village Restroom	\$58,445
Yavapai	158	384	Trailer Village Storage	\$58,445
Yavapai	267	258	Trailer Village Office	\$40,643
Yavapai	558	5,674	Yavapai West 1	\$506,208
Yavapai	757	5,654	Yavapai West 2	\$502,076
Yavapai	1099	5,637	Yavapai West 5	\$504,861
Yavapai	1100	5,736	Yavapai West 6	\$505,270
Yavapai	1178	1,733	Service Station	\$427,689
Yavapai	1268	18,498	Yavapai Lodge	\$2,097,123
Yavapai	1269	5,678	Yavapai West 10	\$502,857
Yavapai	1270	5,678	Yavapai West 8	\$507,655
Yavapai	1271	5,705	Yavapai West 7	\$507,272
Yavapai	1272	5,705	Yavapai West 9	\$507,751
Yavapai	1273	12,264	Yavapai East 1	\$822,359
Yavapai	1274	12,264	Yavapai East 2	\$819,900
Yavapai	1275	12,264	Yavapai East 3	\$820,073

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Area Map Name	Bldg. #	Square Footage	LOCATION	Insurance Replacement Cost
Yavapai	1276	12,264	Yavapai East 4	\$820,738
Yavapai	1277	12,264	Yavapai East 5	\$820,481
Yavapai	1278	12,264	Yavapai East 6	\$819,256
Yavapai	1294	10,385	Brandt Hall - Employee Dorm	\$769,449
Yavapai	1309	15,746	Rouzer Hall - Employee Dorm	\$1,200,117
Yavapai	1481	5,674	Yavapai West 3	\$503,381
Yavapai	1482	5,637	Yavapai West 4	\$503,147
Yavapai			Trailer Village 1B-4B	\$59,208
Yavapai			Trailer Village 5B-8B	\$59,208
Yavapai			Trailer Village 9A-9D	\$59,208
Yavapai			Trailer Village 58-61	\$59,208
Yavapai			Trailer Village 62A-62D	\$59,208
Yavapai			Trailer Village 27A-27D	\$59,208
Yavapai			Trailer Village 28A-28D	\$59,208
Yavapai			Trailer Village 29A-29D	\$59,208
			Total Insurance Replacement	\$81,789,132

Note: Outbuildings may have been included with main buildings for insurance replacement cost purposes.

Exhibit D-3

**ADDITIONAL REAL PROPERTY IMPROVEMENTS ASSIGNED TO THE CONCESSIONER
IN WHICH THE CONCESSIONER DOES NOT HAVE
A LEASEHOLD SURRENDER INTEREST**

Pursuant to Section 8 of the Contract
South Rim Accommodations, Facilities and Services
CC-GRCA001-01

The following improvements assigned to the Concessioner have no Leasehold Surrender Interest Value as of the beginning of the Contract, because they were not concession improvements under the prior contract.

<u>NPS Building Number</u>	<u>Description</u>	<u>Insurance Replacement Cost</u>
567	Commissary (Historic Power House)	\$1,793,624
1	Old Superintendent's House	\$464,971
1130	Bus Wash	\$196,580
97	Fire and Safety Building	\$153,050
1537	Recreation Center	\$1,318,580
TOTAL INSURANCE REPLACEMENT COST		\$3,926,805

Exhibit D-4

IMPROVEMENTS ASSIGNED DURING THE TERM OF THE CONTRACT

pursuant to Section 6(a)(1)(ii) of the Contract
South Rim Accommodations, Facilities and Services
CC-GRCA001-01

Improvements as Described at Section 6(a)(1)(ii) and Located within Grand Canyon National Park and
Used for the Purposes of this Contract as Described in Section 6(b) and Section 13(b):

Building Number	Description	Insurance Replacement Cost
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NONE

Exhibit E

ASSIGNED GOVERNMENT PERSONAL PROPERTY

**South Rim Accommodations, Facilities and Services
CC-GRCA001-01**

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

Recreation Center:

All FF&E in the Recreation Center was purchased by various entities and donated to the Recreation Center. By the requirements of SUP IMR GRCA 5300 9001, section 13, it is property of the government and to be assigned to the Concessioner.

Exhibit F

CONCESSIONER CONSTRUCTION, MAJOR REHABILITATION, AND REPAIR AND MAINTENANCE PROJECT PROCEDURES

South Rim Accommodations, Facilities and Services CC-GRCA001-01

A. Introduction

This exhibit presents step-by-step procedures for the administration of Concessioner building projects (construction, major rehabilitation, and repair and maintenance projects) within the park Area. Important terms are defined first. Project planning and design are presented second, followed by guidelines for project supervision. All projects undertaken by the Concessioner require a coordinated effort between the Concessioner and the Superintendent. This exhibit applies to the building of new structures or facilities, major rehabilitations, and the repair and maintenance (“R&M projects”) of existing Concession Facilities that change the nature, appearance or value of existing Concession Facilities. Rehabilitation projects that are not major rehabilitations as defined in the Contract are considered as R&M projects. Facility operations, custodial and preventive maintenance and maintenance needed for facility operations are not considered R&M projects subject to these procedures. Repair and maintenance is also not to be considered as a project subject to these procedures when the activity does not change the nature, appearance or value of existing Concession Facilities. All projects must be proposed, approved, and accomplished under these procedures. In the event of any inconsistency between this exhibit and the main body of this CONTRACT and Exhibit A, the main body of the CONTRACT and Exhibit A will prevail.

In accordance with the Contract, only certain new construction and major rehabilitation projects may qualify for leasehold surrender interest (LSI). Following these administrative procedures for both LSI and non-LSI projects will enable NPS to approve LSI, as well as to ensure that all requirements of law and NPS policy are undertaken with respect to any project.

In addition, these procedures will enable the appraisal of LSI to occur in an orderly way. The documentation collected and organized by the use of these guidelines will provide a record of decision or “paper trail” of project development and implementation that will assist the park and concessioner in future planning and facility appraisal.

All project activities shall be directed and managed as presented in the “Annual Construction and Repair and Maintenance Management Plan” (CMP). In addition to these activities, the CMP is also to present scheduled project development and implementation, as presented below under Item C, Project Planning and Design, paragraph 1. Individual projects included in the CMP will be authorized by NPS through an approved Project Statement (PS).

Projects may be required to be reviewed under the National Environmental Policy Act (NEPA) of 1969, as amended. Projects within historic and culturally significant areas may require certain building management methods established under the National Historic Preservation Act of 1966, as amended. All construction shall comply with codes and building requirements adopted by NPS, including without limitation and where applicable, the most recent International Building Code (IBC), National Fire Protection Association (NFPA) codes, the Americans with Disabilities Act (ADA) requirements, and NPS management policies.

The Concessioner is responsible for all aspects of project development and implementation. The role of the NPS is to provide direction, authorization and oversight. The Concessioner and the Park staff must work closely together to successfully complete construction projects in a manner that achieves the goals and objectives of the park Area and the NPS.

B. Definition of Terms

“Annual Construction and Repair and Maintenance Management Plan” (CMP): A written document presenting all construction, major rehabilitation and R&M projects to be undertaken by the Concessioner during the following calendar year after the final submittal date.

“Approved Project Documents”: Project drawings and specifications approved by the Park Superintendent and used by the Concessioner to direct a contractor in the type, size and quality of projects.

“Change Order”: A written agreement between the “Construction Supervisor” and the Contractor or Consultant that changes the contract documents or scope of project work as agreed upon contractually.

“Construction” : The removal or assembly of a building, road, utility or any other facility part or material that changes the nature, appearance, or value of that facility.

“Construction Supervisor”: A Concessioner employee designated to administer and coordinate day-to-day projects representing the interests of the Concessioner and NPS and assuring quality work is performed that meets the design and specifications of the project. This person must have the authority to direct the contractor in any way that may change the contractual agreement between the Concessioner and the contractor.

“Conventional Design-Bid-Build Methods”: Construction developed and implemented under several separate agreements managed and coordinated directly by the Concessioner.

“Contact Person”: A Concessioner employee designated as the person to contact with regard to a specific matter, concern, or issue.

“Facilitator”: A Concessioner employee designated to have the role of providing structure and agendas for meetings with NPS and who records meeting discussions and outcomes.

“Guaranteed Maximum Price Design-Build Construction Methods”: An industry recognized type of construction where project consultants and contractors form an agreement to work as one entity providing facility construction in response to a developed request for proposal issued by the Concessioner. (Reference: Design Build Institute of America).

“Licensed Contractor”: An entity performing construction certified or licensed by the State to perform construction services within that State.

“Major Rehabilitation”: (Defined in the CONTRACT).

“Project Coordinator”: A Concession employee vested with the authority to direct consultants and contractors in the expenditure of construction and R&M funds.

“Project Statement” (PS): An agreement between NPS and the Concessioner approved by the Park Superintendent that authorizes the development and implementation of individual projects identified in a CMP.

“Registered Technical Professionals”: Architects, engineers, or any subject area expert either certified or licensed by the State to perform specialized services or certified by a widely recognized industry regulator held responsible for quality and standard application of technical subject matter.

“Substantially Complete”: (Defined in the CONTRACT).

“Total Project Cost”: The total of all actual project expenditures (invoiced and paid) for completion of a project.

“Total Project Price”: The total of all estimated project expenditures for completion of a project.

C. Project Planning and Design

(1) Submit an Annual Construction and Repair and Maintenance Plan (CMP). Before approval to proceed with any project is granted by NPS, the Concessioner must submit a CMP for implementation the following year. Some projects may require several years of planning and design before construction. The purpose of the plan is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement. The CMP should include any intended projects. Projects shown in the plan must include at least a project title; project concept description; a brief statement of justification; and anticipated NEPA and Section 106 planning and compliance established in collaboration with NPS staff.

(2) Notify NPS of Intent-to-Proceed. The Concessioner shall formally notify the Park Superintendent in writing of intent to proceed with any facility planning, design and/or projects. The project must be identified in the CMP the calendar year before to assist the NPS in sequencing and scheduling necessary support staff. The time of notification shall be sufficiently in advance of any Concessioner budget formulation to assure the requirements of the Park Superintendent are included in the project scope before the project is funded.

(3) Identify a Project Coordinator. The Concessioner project coordinator must be identified for each project. This person should have the authority to obligate project expenditures and hire and direct consultants and contractors, and concessioner support staff.

(4) Prepare a proposed Project Statement (PS). Arrange and facilitate a project planning conference with NPS staff and prepare a proposed PS to be submitted to the Park Superintendent for review. The conference should be performed on the proposed project site, if needed.

(a) Conference goal and product. The primary goal of the conference is to clearly identify the project concepts and scope at sufficient detail to carry the project through to completion without significant deviation from an approved PS. The product of the conference should be an approved PS prepared by the Concessioner resulting from collaboration between the Concessioner and the Park Superintendent.

(b) Project Statement Content. The PS shall include the following as a minimum: Project description; justification; scope of work, including NEPA and Section 106 planning and compliance; estimated Total Project Price; proposed schedule; milestones of NPS design review and third party project inspection and certification. The elements of the PS will function as check points of accountability and will vary in frequency and scope, contingent upon the nature, complexity and scope of the proposed project.

(c) Leasehold Surrender Interest. If the Concessioner seeks leasehold surrender interest as a result of a construction project, the Concessioner must request and receive the written approval of the proposed construction project by the Park Superintendent in accordance with the terms of this leasehold surrender interest concession contract. An estimate of the amount of leasehold surrender interest shall be identified in advance if the Concessioner requests leasehold surrender interest. The estimated leasehold surrender interest costs shall be separately identified as part of the Total Project Price and substantiated, if requested, with written and competitively acquired price proposals or construction contracts. Not all projects qualify for LSI. LSI is only granted under the terms of this CONTRACT, including, without limitation, its Exhibit A.

(d) Methods of Establishing the Expected Value of Leasehold Surrender Interest. A number of methods are available to estimate the Concessioner's leasehold surrender interest as long as eligible direct and indirect costs are specified. The methods of identifying the expected value of leasehold surrender interest include guaranteed maximum price design-build construction methods, conventional design-bid-build methods, and construction price estimates professionally prepared by subject area experts.

(e) Professional Services and Construction. The Concessioner must assure the park in its project statement that for any project requiring professional services, such services shall be acquired from appropriate registered technical professionals. Licensed contractors shall perform all project work unless otherwise approved in writing by the Superintendent. The Concessioner shall provide for registered technical professionals to perform project inspection and/or facility certification, or any other service needed for project implementation at the request of the Park Superintendent.

(f) NPS Operations. Any aspect of the proposed project where the scope of work interfaces with NPS operations such as utility service connections or road maintenance operations must be clearly identified in the PS.

(5) Submit Project Statement for NPS Review. The proposed PS shall be submitted in written correspondence from the Concessioner to the Park Superintendent requesting review. A PS signed by the Park Superintendent constitutes official authority for the Concessioner to continue further project development to the level specified in written correspondence from the Superintendent. The Concessioner may obtain authority to complete a project when sufficient planning and design has been completed to meet the interests of the park. Projects that do not have the level of required planning are likely to receive only conceptual approval with authorization to proceed with further planning and/or design as required to assure park objectives are met.

(a) Project Statements Containing Claims for Leasehold Surrender Interest. A PS must present an estimate of project expenditures to be claimed for LSI purposes. The eligibility of any expenditures for LSI will not be identified until all project planning is complete to the satisfaction of the Park Superintendent, including NEPA and Section 106 compliance, if required. An approved PS serves only as a guide for further project development to the level specified in the PS. The Park Superintendent shall only approve final LSI costs after project completion and written project close-out.

(b) Design Required for Leasehold Surrender Interest Eligibility and Value. The Park Superintendent may require an appropriate level of design to determine whether a project is eligible for LSI, and if so, its estimated cost. The level of project planning and design required may include completion of concept design, schematic design, or preliminary engineering design, to clearly identify the elements eligible for LSI. Some projects may require the completion of construction drawings and specifications before the proposed LSI is documented to the satisfaction of the Park Superintendent. All improvements for which LSI is claimed must be defined in record "as-built" construction drawings and specifications when the Concessioner submits its request for LSI at Project Close-out.

(6) Establish a Project File. A file of all project documents shall be held by the Concessioner as a chronological audit trail of all project decision-making activity for each project from concept development to completion and NPS acceptance. Each project shall be identified with a unique project number assigned by the Park. All documents entered into the file should have the project identification number clearly displayed on it as part of document identity.

(a) Leasehold Surrender Interest Project File. The Project File will become an LSI project file when the Concessioner requests approval of LSI. It shall be established and maintained by the Concessioner and shall include all of the documents identified in section 6(C) of this Exhibit. This file shall be submitted at the time of Project Close-out to the Park Superintendent as the basis for the leasehold surrender interest request. As part of this file, the Concessioner must maintain auditable records of all expenditures attributable to each project and have them available for review if requested by NPS personnel. Invoices shall contain sufficient information to identify the tasks completed or products delivered as agreed upon in contracts presenting a full scope of work. The file shall clearly provide a "paper trail" between expenditures eligible for LSI purposes and the payment of those expenses.

(b) Typical Project File. The organization of a typical project file is presented in the following sections:

Section A. Project Statement. The approved PS, scope of work, and a copy of the notice-to-proceed letter, authorizing planning and design, sent to the Concessioner by the Park Superintendent should be filed in this section.

Section B. Planning. This section should contain documents pertaining to any project planning. Typical documents include those produced for NEPA and Section 106 compliance. Also contained in this section should be any concept design, preliminary design, or schematic design correspondence and documents. When the Park Superintendent grants approval for any of the above stages of project development, correspondence from the Park Superintendent should be filed in this section.

Section C. Assessment. This section should contain a record of any assessment performed during project implementation. Soil, vegetation, floodplain, structural, electrical assessments, for example, should be filed in this section. Any other existing site or facility investigative reports, and all quality assurance documents such as third party project inspection, testing and certification should also be filed in this section.

Section D. Design. This section should contain a record of documents produced and decisions made during the design phase of a project. The design phase typically occurs when project activity has shifted from conceptual discussion to organizing detailed direction provided to a contractor for construction. Correspondence from the Park Superintendent providing design approval should be in this section.

Section E. Project Work. This section should contain a record of decisions made during project work. The letter from the Park Superintendent granting notice-to-proceed with the project should be in this section. All contractor proposals, change-orders, design modification documents, daily construction activity records, weekly meeting minutes, etc. should be in this section. Documentation for larger projects should be organized according to subcontractor activity or standard specification enumeration. The final document filed in this section should be the NPS correspondence sent to the Concessioner providing project acceptance and close-out.

Section F. Financial. This is a very important section where a copy of all contracts and contract modifications should be filed. It is important to assure that all expenditures are accounted for. All expenditures must have sufficient supporting documentation cross-referenced with documents in other file sections, if necessary. Monthly financial detail reports shall be prepared and filed in this section with copies of all project budget documents. This section must contain all correspondence supporting LSI with appropriate cross reference to other sections for clarity of the LSI "paper trail." (For example, cross reference tabs). Also contained in this section shall be a copy of the project acceptance and close-out letter from the Park Superintendent that specifies the amount of leasehold surrender interest, if any, applicable to the project.

Section G. Photo Documentation. Complete documentation, including before-and-after photos, records of any special situations or conditions requiring changes, documentation of methods used, etc., should be kept to support requests for LSI and to assist future maintenance and/or appraisal efforts. Photographic documentation is also usually required for modifications to "listed" historic structures. To be most useful, photos should be filed with the documents they support.

(7) Submit Resource Compliance Documents for Review and Approval. During development of the project statement, responsibility for compliance work will be established. The Concessioner must request the participation of NPS staff early in project planning to assure uninterrupted project implementation. Development of compliance documentation must occur as soon as possible. Every effort shall be made to perform compliance document preparation tasks concurrently with project planning and design.

(a) Historic/cultural compliance. Historic and cultural compliance document approval is required for property listed in or eligible for inclusion in the National Register of Historic Places. Any undertaking affecting property listed shall be performed in accordance with The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings". The Concessioner must document proposed actions using the "XXX Form" (available from the National Park Service) before any work occurs for any project that may affect a historic structure, historic district, cultural landscape, archeological site or historic object or furnishing. Compliance will usually require the preparation of at least "assessment of effect" drawings and specifications to the level of final documents if required. Compliance shall carry through to submission of the "Construction or R&M Completion Report" for many projects where significant changes are made to the historic structure and/or landscape. Therefore, compliance document approval usually will not occur until after submission of project documents. In-park historic compliance review and approval will require at least several weeks from date of submittal. Where submittal is made to the State Historic Preservation Officer or the Advisory Council on Historic Preservation, additional time will be required before approval may be given. This may be performed concurrently with approval of project documents.

(b) Ground disturbance. Where ground disturbance will take place submittal of drawings that show area and depth of proposed ground disturbance will be required. Submittal of this document early in project planning is recommended. All project documents that include soil disturbance shall have the following specification included within them:

"Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the project area are the property of and will be removed only by the Government. Should Contractor's operations uncover or his/her employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify the Government immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays of additional work for Contractor, he/she will be compensated by an equitable adjustment under the General Provisions of the contract."

(c) Archeological Monitoring. Monitoring project activity is a requirement of cultural compliance when significant ground disturbance occurs during project work. Any cultural resource monitoring required shall be performed under the direction of the NPS. The NPS shall be notified sufficiently in advance of the need for a monitor and will assist the Concessioner in making arrangements for the services of an archeological monitor at the expense of the Concessioner, if the NPS is unable to provide the expertise.

(d) National Environmental Policy Act (NEPA) compliance. NEPA compliance document approval is required before any construction or R&M project occurs for any project that has an impact on the environment. Projects requiring compliance will be identified by the NPS early during project planning. The actual review period length may vary widely depending on the nature, scope, and complexity of the project elements that relate to resource compliance. Projects that have an insignificant effect on park resources usually require a "categorical exclusion" determination--a process that may require sufficient extended lead-time from submittal of review documents. Projects having a significant effect on park resources or that are not part of other NEPA compliance documentation may also require a longer period of implementation.

(8) Submit Project Documents (PDs) for Review and Approval. The Concessioner shall submit PDs for review and approval to establish project activity for approval by the Superintendent. Approved PDs establish the full scope of the project and the quality of work to be performed by the Concessioner. The scope of the documents required will be identified in the PS. The scope and detail of the documents will vary depending on the nature and complexity of the project. "Manufacturer's cut-sheets" may be all that is required for some R&M projects, and for others, complete detailed drawings and specifications may be required. The Concessioner is responsible for the technical accuracy and completeness of PDs and shall provide the technical review as needed to assure compliance with all applicable federal, state and local statutes, codes, regulations and appropriate industry standards. Any exception to this will be by written authorization from the Superintendent.

(9) Submit a Project Estimate and Schedule. An estimate of the Total Project Price and completion schedule shall be submitted to the Superintendent before work begins. This is a revision of the Total Project Price and completion schedule estimated in the Project Statement. It is based on the best information available identified during project planning and design.

D. Project Management Procedures

(1) Identify a Project Supervisor. A Project Supervisor shall be identified and vested with the authority to direct the contractor on behalf of the Concessioner. The NPS will direct its communication concerning the nature and progress of day-to-day project activity to this person. This person should have full responsibility for assuring that all construction complies with the approved Project Documents and specified code compliance. The NPS should not take any responsibility for projects until Project Close-out and Acceptance when the NPS receives certification of completed work performed in compliance with Project Documents and all specified codes.

(2) Submit a Total Project Price for Review.

(a) All projects completed under the terms of this Contract where LSI is requested shall include submittal of a Total Project Price in writing to the Superintendent for review.

(b) Where no LSI is requested, the Total Project Price is provided as an informational item. Formal approval by the Superintendent is not required.

(3) Notice-to-Proceed with a Project. A “Notice-to-Proceed” with a project will be issued when all submittals requested by the Park Superintendent have been reviewed and approved. The Notice-to-Proceed must be received by the Concessioner in writing before any project work occurs.

(4) Hold a Pre-Project Conference with the Contractor. The Concessioner shall arrange and facilitate a pre-project conference as needed or as requested by the NPS with the Contractor. The purpose of the conference is to provide the NPS the opportunity to meet the Contractor and confirm that the Contractor has full understanding and knowledge of all work to be performed. In addition, the conference provides the opportunity to confirm established communication linkages between the Concessioner, the Contractor and the NPS. Any questions the Contractor may have regarding any matter of the project or anything about Area access, rules and regulations may also be discussed.

(5) Submit Project Activity Reports (as required). A record of project activity shall be provided by the Concessioner on all approved projects. The scope and frequency of performing this documentation shall be identified upon submittal of PDs for Park approval. The Concessioner is responsible for the accuracy and completeness of all design and completed projects.

(a) Content. Project activity reports shall summarize daily project activity recording important observations and decisions. It shall also identify project expenditures to date if required for leasehold surrender interest purposes. The reports shall identify any changes to the approved PDs either by change order or any other variance from approved PDs. The NPS shall be notified immediately, if a change is likely to occur in the Total Project Price where the project involves LSI. (See discussion below for review and approval of change orders and contract modifications.)

(b) Regulatory code compliance and project inspection (as required). Inspection reports specifically addressing regulatory code compliance and adherence to PDs will be required, at the request of the Superintendent, during certain stages of the work. Independent industry certified inspectors or registered professional subject area experts shall perform all inspections and project component certification. Inspection reports shall be prepared that include all findings and results of code compliance inspection. Section and paragraph of applicable codes shall be referenced when deficiencies are noted.

Recommendations presenting remediation shall accompany line item deficiencies in the report. All inspection reports shall be included in the final project completion report submitted before project acceptance by the Superintendent.

(6) Submit Requests for Changes in Approved Project Documents. The Superintendent's approval will be required before any significant changes are made to the project scope during the completion of projects, as identified in the approved PDs. The Concessioner shall provide the NPS with written notification immediately upon identifying the need for a change in project scope that effects any of the items listed below. The written notification shall include a request for change in the approved PDs complete with justification and explanation of effect of change on all other aspects of project design and work. Requests for any significant changes in the approved PDs shall be reported in project activity reports with attachment of any documentation requested. Changes in approved project scope during the work that will require review and approval of the Superintendent include the following:

- (a) Changes affecting natural, cultural and/or historic resources;
- (b) Changes in designated visual appearance;
- (c) Changes in the interface with NPS utility and/or road facility maintenance operations;
- (d) Changes in project scope and/or the estimated leasehold surrender interest, as required for facility improvement projects.
- (e) Proposed changes where natural or cultural/historic resources are involved may require a significant period of review depending on the complexity of the concern.

(7) Submittal of Change Orders for Review and Approval (for Leasehold Surrender Interest only). When one of the five factors listed above exists, the Concessioner shall submit, for the review and approval of the Park Superintendent, documentation justifying the proposed changes. The Concessioner shall also submit a revised Total Project Price for each proposed change, as needed, indicating the proposed change in estimated LSI. All change orders or any other means of directing the Contractor that may have the effect of increasing the Total Project Price will require the Park Superintendent's review and approval, if the project has LSI implications.

(8) NPS Project Inspection. The project will be inspected periodically by a representative of the Park Superintendent. The purpose of these inspections is not in lieu of or in any way a substitute for project inspection provided by the Concessioner. The responsibility to assure safe, accountable project activity and for providing the contractor with direction to fulfill the full scope of approved work is the responsibility of the Concessioner.

(9) Project Supervision Documents. Project drawings and specifications must be kept on the project site complete with any design or project modifications, in a well-organized form. The Construction Supervisor shall keep a current "red-line" copy of approved PDs updated daily showing any changes. In addition, a well-organized file of submittals required in the approved PDs and approved where required by professional Architects and/or Engineers must also be kept on the project site with the PDs for periodic inspection by NPS staff.

(10) Substantial Completion Inspection and Occupancy. Joint inspection by the NPS and the concessioner will occur upon notification that the project is substantially complete. A "punch list" of work items will be formulated and performed to "close-out" the project. The Superintendent, in writing will accept the project, when the "punch-list" items are completed. The Concessioner is not to occupy the facility until authorized in writing by the Park Superintendent.

(11) Requesting Approval of Leasehold Surrender Interest. Upon substantial completion of a project, as determined by the Park Superintendent, the Concessioner must provide the Superintendent a written schedule of requested LSI eligible costs incurred, which becomes the Concessioner's request for LSI approval. The project file, containing actual invoices and the administrative record of project implementation, must support these expenditures and shall be submitted to the Park Superintendent for review with the request. If requested by the Park Superintendent, the Concessioner shall also provide written certification from a certified public accountant regarding the LSI costs. The certification must comply with the requirements of Exhibit A of this Contract.

(12) Project Completion Report. Upon completion of any project, the Concessioner shall submit a Project Completion Report to the NPS. The completion report shall include the Total Project Cost; before-and-after photo documentation; warranties; operation and maintenance manuals, if required; all inspection and certification reports; and "as-constructed" drawings (see item section C(13) below). Projects where LSI is requested may require the submittal of any other similar documents deemed by the NPS necessary to establish complete project documentation. The level of documentation requested may also include adequate photo-documentation provided during construction to record significant unforeseen site and construction conditions resulting in changes to approved PDs and the approved Total Construction Price.

(13) "As-Constructed" Drawings. The "as constructed" drawings included with the Project Completion Report for all projects shall be full-size archival quality prepared in accordance with NPS management policies and must be submitted before project acceptance by the National Park Service. At least two half-size sets of drawings shall also be provided. The drawings establishing LSI shall provide a full and complete record of all "as-constructed" facilities including reproduction of approved submittals and manufacturer's literature documenting quality of materials, equipment and fixtures in addition to a record set of project specifications approved for construction.

(14) Request Project Acceptance and Close-out by the Superintendent. The Concessioner shall request project acceptance by the Park Superintendent either at the time of submittal of the Project Completion Report or at any time thereafter. Project acceptance will be contingent upon fulfillment of all requested project completion work tasks and submittal of all project documentation in accordance with these guidelines and as requested by the NPS. Until receiving formal written project acceptance and close-out from the Park Superintendent, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work. For LSI projects, the project close-out letter issued by the Superintendent will specify the granted amount of LSI value resulting from the project.

Exhibit G

**LEASEHOLD SURRENDER INTEREST
AS OF THE EFFECTIVE DATE OF THIS CONTRACT**

South Rim Accommodations, Facilities and Services
CC-GRCA001-01

Pursuant to Section 9(c)(2), the Concessioner's leasehold surrender interest in the real property improvements set forth in Exhibit D as of the effective date of this CONTRACT, is as follows:

\$165,000,000

*** Grand Canyon National Park ***
*** Intermountain Region - National Park Service ***

Exhibit H

MAINTENANCE PLAN

South Rim Accommodations, Facilities and Services
CC-GRCA001-01

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- H. Utilities**
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VII. ADDITIONAL MAINTENANCE REQUIREMENTS

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I. INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the "Concessioner") and Grand Canyon National Park, National Park Service (hereinafter referred to as the "NPS") shall serve as a supplement to Concession Contract CC-GRCA001-01 (hereinafter referred to as the "Contract"). It sets forth the maintenance responsibilities of the Concessioner and the NPS with regard to those lands and facilities within Grand Canyon National Park that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Grand Canyon National Park. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

II. GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES

The National Park Service Concessions Management Guideline offers general direction, expectations, and standards on all aspects of concession operations. Refer to its general standards for interior and exterior maintenance. The Concessions Management Guideline, as amended, supplemented, or revised, is incorporated herein by this reference.

This Maintenance Plan attempts to typify rather than prescribe responsibilities. Both the Concessioner and the NPS have specific responsibilities regarding maintenance, as outlined in the Contract and this Maintenance Plan.

III. TERMS USED IN THIS MAINTENANCE PLAN

The following definitions apply for the purposes of this Maintenance Plan only:

"Assigned Areas": Assigned areas are lands within Grand Canyon National Park, South Rim, as defined by Land Assignment Maps in Exhibit D to the Contract. These lands contain improvements, roads, utilities, parking areas, trails, walkways, and other support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance, upkeep, and condition of these lands, together with the facilities, improvements, and landscapes on them.

Comments addressing maintenance responsibilities specific to an area may also be written on the Land Assignment maps. Any approved change in land use or assignment resulting from building modification, construction, or other activity will result in an immediate corresponding change in the affected land assignment, or the addition or deletion of assigned lands.

"Exterior": Exterior refers to structures, foundations, exterior walls and surfaces, including doors and windows, roofs, porches, stairways, and other structural attachments. This includes all of the equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

"Interior": Interior refers to the area of structures inside the exterior walls and under the roof, including door and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

"Maintenance": Maintenance is the preservation and upkeep of real or personal property in a condition as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation of assigned areas, facilities, infrastructure, equipment, and their component parts, up to and including replacement, if necessary, to protect environmental resources, and provide a safe, sanitary, and aesthetically pleasing environment for park visitors and employees.

"Operations": Operations refers to all aspects of activity by the Concessioner authorized under the Contract. Operations include all services provided to the public, and all non-public actions necessary to support those authorized services.

"Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Rehabilitation and replacement are aspects of repair that may be necessary and/or economically sound approaches to repair. Repair is an aspect of maintenance. The objective of repair is the same as the objective of the general act of maintenance as defined above.

"Solid Waste": Solid waste is defined as durable goods, non-durable goods, containers and packaging, food wastes, yard wastes and miscellaneous inorganic wastes from residential areas, commercial and institutional operations and public areas in parks. This includes both recyclable and nonrecyclable materials.

IV. INSPECTIONS OF CONCESSIONER FACILITIES

The NPS and Concessioner shall conduct reviews and inspections of Concessioner facilities to determine what maintenance work is necessary, and whether the facilities comply with Applicable Laws. These reviews and inspections shall take place on a schedule to be established by the NPS in consultation with the Concessioner.

Annually, the concessioner will prepare a written maintenance program to be completed during the following year. This maintenance program will be submitted to the Superintendent by October 1 of each year. This date may be adjusted as appropriate to coincide with the Concessioner's budget cycle.

V. CONCESSIONER RESPONSIBILITIES

A. General

The Concessioner shall provide, train, and supervise all maintenance personnel and provide all materials, equipment, and services required to accomplish the tasks specified herein, to ensure that the entire concession operation runs smoothly.

The Concessioner shall assign a qualified and experienced person as the Maintenance Director, who shall be directly employed by the Concessioner, to be responsible for overseeing and directing maintenance services of the concession operation. The Maintenance Director or authorized representative will be available on site at all times.

B. Improvements Assigned to the Concessioner

The Concessioner shall maintain and repair all improvements assigned to the Concessioner, except as noted under "NPS Responsibilities."

The Concessioner's maintenance responsibilities include but are not limited to the operation, maintenance, and repair of

- lands, landscaping, and drainage structures
- improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, etc.)
- above ground and underground storage tanks and associated mitigation, if needed
- intrusion and fire alarm systems
- interior and exterior lighting systems
- fire suppression systems
- utility and utility distribution systems
- structural elements and surfaces (roofing, flooring, windows, doors, porches, etc.)
- heating and cooling systems
- installed fixtures and miscellaneous equipment
- vehicles and mobile equipment

The Concessioner will carry out general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the Concessioner achieve the goals described by the Concessions Management Guideline, the Concessioner's environmental management plan, risk management plan, and other codes and guidelines.

If the Concessioner proposes to undertake work that will result in a modification to assigned improvements, or new construction, the Concessioner will follow the Grand Canyon National Park Project Review Process, as found in Appendix 16. For additional requirements for such projects, see Exhibit F, Project Procedures.

Written notification and approval are required for maintenance projects that change the character or appearance of any facility in an historic structure or that are located in an historic district (see Section V.A.10. below). This does not apply to routine work that does not change the character, appearance, or value of a facility.

1. Codes: As part of the project review process, the Concessioner shall comply with all Applicable Laws, unless written exceptions have been approved by the NPS, including but not limited to
 - The International Family of Codes, primarily the International Building Code
 - Uniform Building Code
 - Food Code (USPHS)
 - NFPA 70 (National Electric Code)
 - Uniform Mechanical Code
 - Uniform Plumbing Code
 - Uniform Fire Code
 - National Fire Protection Association's Life Safety Code (NFPA-101) and standards
 - CFR 1910 – General Industry Standards (OSHA)
 - CFR 1926 – Construction Safety Standards (OSHA)
 - Uniform Federal Accessibility Standards
 - NPS-76, the National Park Service Housing Design and Rehabilitation Guideline (particularly for radon monitoring; asbestos detection, monitoring, and remediation; and lead-based paint detection, monitoring, and remediation)
 - applicable portions of OSHA 29 CFR 1926.58 and 1910.134 and EPA 40 CFR 61.M and 763.E and G related to asbestos management
 - Public Law 91-695, the Lead Poisoning Prevention Act of 1971, as amended in 1987 and 1988, related to lead-based paint management
 - EPA standards related to the management of fuel storage tanks

Grand Canyon National Park has also adopted Coconino County Ordinance 93-01 (concerning building codes), Ordinance 92-05, (concerning electrical codes) and Section 17 of the Zoning Ordinance (concerning exterior lighting) which amend the adopted codes.
2. NPS Guidelines to be followed in building projects include:
 - DO-10: Drafting Guideline (in draft as of February 2001)
 - DO-12: NEPA Compliance Guideline
 - DO-28: Cultural Resources Management Guideline
 - Grand Canyon National Park Architectural Character Guidelines

These will be updated from time to time, and may be renamed.
3. Painting: To maintain the appearance of the structures, exterior painting, staining, etc., shall be performed on a seven-year cyclic basis or more often if needed to provide adequate protection to the structures. Interior painting shall be performed on a five-year cyclic basis or more often if needed to maintain a good appearance. The NPS must provide advance written approval for lengthening cyclic intervals or changing paint colors. In addition, waste paint, thinners, etc., will be disposed of in accordance with the Concessioner's Environmental Management Plan.
4. Exterior Systems: The Concessioner shall maintain the structural and architectural integrity of all assigned structures. Any changes require the advance written approval of the NPS.

5. Interior Systems: The Concessioner shall operate, repair, and replace lighting, heating, and cooling systems. The Concessioner shall clean and inspect all chimneys, stoves, fireplaces, and exhaust ducts prior to each main operating season.
6. Utility Systems: The Concessioner shall operate, repair, and replace all interior and exterior utility systems within Concessioner land assignments as described herein or shown and described on Land Assignment maps.
7. Food Service Equipment: All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, serving tables, and any and all food preparation equipment and utensils, will comply with all Applicable Laws.
8. Safety Equipment: The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of employees and the public, as well as improvements assigned, in compliance with all Applicable Laws.
9. Fire Equipment: The Concessioner is responsible for all hose boxes, fire hoses, standpipes, and extinguishers within its assigned areas of responsibility, and shall inspect the equipment on a regular basis to ensure proper working order and compliance with all Applicable Laws.
10. Roof Replacement: As roof materials are replaced on non-historic structures, Type A fire resistant materials will be used to maximize the fire protection provided to structures assigned to the Concessioner. Prior written approval by the NPS of the materials and colors proposed is required.
11. Historic Structures: Certain structures are listed on, or may be nominated to, the National Register of Historic Places and/or the National Park Service List of Classified Structures, including the South Kaibab, Bright Angel, River, and Plateau Point Trails. The Concessioner must comply with all Applicable Laws in repair and maintenance activities affecting any of these.
12. Winter preparation: The Concessioner shall take all necessary precautions to prevent damage to unoccupied structures and facilities during winter closures, including freezing, collapse, and snow damage to windows and doors. If used, protective shutters or other devices shall be neatly made and fitted, and shall match the color of the structure to which they are affixed. Shutters or other protective devices installed on historic structures shall be designed and installed in a manner approved in writing in advance by the NPS.

As needed, the Concessioner will drain all water and sewer lines that are defined as the responsibility of the Concessioner, and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks prior to reopening.

The Concessioner shall also provide and install any needed winterization covers for chimneys.

The Concessioner shall remove snow and ice when accumulations threaten to damage structures or injure persons, and provide all necessary and appropriate winterkeeping operations. The Concessioner is solely responsible for costs of actions required to correct damage that results from inadequate preventative measures or the negligence of its employees, regardless of the season.

13. Concessioner Housing: The Concessioner is responsible for maintenance and repair of all Concessioner employee housing and related facilities, fixtures, and furnishings on an ongoing basis to ensure that Concessioner employee housing achieves the goals described in the Concessions Management Guideline, NPS Housing Management Handbook, Director's Order 36 and the Concessioner's employee housing policy.

Any woodstoves, fireplaces or chimneys shall be inspected and cleaned on at least an annual basis. Other heating systems shall be inspected and cleaned on a cyclic basis and prior to each new occupancy. The Concessioner shall monitor employee housing for compliance with fire, health, and safety codes and NPS policies and guidelines. Employee housing shall be rodent proofed.

The Concessioner shall develop a written Housing Policy, including but not limited to

- modifications, maintenance, and upkeep of the external appearance of employee housing and housing areas
- yards, grounds, and landscaping
- radio and television antennas and satellite dishes
- parking, licensing, storage, and repair of motor vehicles and boats
- storage of flammable liquids
- use and disposal of hazardous household materials; storage of firewood
- pets
- construction of walks, patio slabs, decks, porches, retaining walls, fences, etc.
- outbuildings

The Housing Policy shall be reviewed and approved in writing by the NPS, and implemented within ninety (90) days of the effective date of the Contract. The Concessioner's Housing Policy will adhere to the Draft Grand Canyon Housing Policy as found in Appendix 19 as it affects exterior appearance and activities.

14. Fuel Storage Tanks: The Concessioner shall monitor, test, maintain, repair, upgrade, replace, and/or remove owned or assigned fuel storage tanks (gasoline, diesel, propane, fuel oil, etc., whether underground or above ground), whether existing tanks, upgrades, or new installations, and mitigate any soil or ground water contamination in accordance with Applicable Laws. Written notification and approval by the NPS are required prior to initiating tank project work. The information contained in Appendix 18 (Tank Project List) must be included in the written notification.
15. Hazardous Materials: The Concessioner shall maintain health and safety standards and take all necessary mitigative and corrective measures to ensure healthy working and living environments in all assigned land, buildings and improvements. Hazardous materials shall be handled in accordance with OSHA 29 CFR 1910 and 1926 and other Applicable Laws.

- Hazardous materials requiring special management controls include asbestos, radon, and lead-based paint. The Concessioner shall obtain written NPS approval before using chemicals, pesticides, and toxic materials. Generation, storage, transportation, application and methods of use shall conform to all Applicable Laws. The Concessioner will develop a Hazardous Materials Management Plan for the review and approval of the NPS, within ninety (90) days of the effective date of the Contract.
16. Vehicle Fueling: The Concessioner vehicles may be fueled at the NPS fueling station in the NPS maintenance area, on a cost reimbursable basis.
17. Reports: All reports of Concessioner maintenance activities required to be filed with the NPS shall be in a format compatible with the NPS current maintenance management reporting system.
18. Environmental Monitoring and Communication Equipment: The Concessioner will cooperate with the NPS in permitting the installation of environmental monitoring equipment and communication equipment Concession facilities at no cost to the NPS. All compliance requirements will be fulfilled by the NPS, and all installation, repair, maintenance, and utility costs of such equipment will be borne by the NPS. The NPS will minimize negative impacts on the facilities and services of the Concessioner occasioned by the installation, use, or maintenance of such equipment. The Division of Concessions Management will review and concur in the installation of such equipment before such installations occur.
19. Recreation Center: The Recreation Center is assigned to the Concessioner.
- i) As part of its contribution to the community services provided by the Recreation Center, the NPS will provide at no cost to the Concessioner utility services (water, sewer, garbage collection, gas and electricity) for the Recreation Center Building assigned to the Concessioner. Additional utility services not provided by the NPS, such as fax, telephone, cable television, photocopying, etc., may be procured directly from vendors at the expense of the Concessioner.
 - ii) The NPS will be responsible for major maintenance of the assigned Recreation Center as shown on land assignment maps in Exhibit D. The Concessioner will be responsible for the day-to-day maintenance and housekeeping of this assigned building.
 - iii) For purposes of the Recreation Center only, “major maintenance” is defined as maintenance to correct, through repair or replacement, failures or breakdowns of utility and other systems, facilities, equipment, structures, and grounds (both in or on the structures and leading to the structures) which become necessary through normal wear and tear, obsolescence, damage (but not damage due to gross or operational negligence), or upon completion of normal life expectancy, including but not limited to
 - replacement of valves and electric motors, light fixtures (including light bulbs in the parking lot street lights), hardware, plumbing fixtures, roofs, concrete, floor coverings, blinds, capital equipment (such as HVAC equipment)
 - repainting after expiration of the normal life of the paint
 - repair of storm damage (to the extent not covered by insurance)

- snowplowing the parking lot of the Recreation Center Building
- iv) For purposes of the Recreation Center only, “Day-to-day maintenance” is defined as
- normal or routine cyclic or preventive maintenance or servicing of electric motors
 - cleaning of sink traps
 - replacement of light bulbs, rubber gaskets, and other small parts of valves and plumbing fixtures
 - routine maintenance of HVAC and barbecue grill
 - normal roof upkeep, such as repair of minor leaks, cleaning of rain gutters, and removal of accumulate debris that might trap water
 - spot painting of areas chipped through daily use
 - replacement of cracked or broken window glass
 - cleaning or servicing of equipment, including food service equipment
 - routine janitorial services
 - litter control
 - grounds maintenance
 - snow removal from sidewalks of the Recreation Center Building.
- v) The Concessioner will maintain, repair and replace personal property assigned to the Recreation Center as needed.
- vi) The NPS will make a final determination of responsibility in any disputed case, consistent with 16 (b) (i) and (ii) above.
19. Bus Wash Facility: The Bus Wash facility is assigned to the Concessioner, including total responsibility for the repair, maintenance, and daily upkeep of the facility and provision of all supplies, materials, and utility services needed for the operation of the facility. Use of the Bus Wash or adjacent dump station facility by any transient commercial vehicles is prohibited. When the new transit operations begin, the bus wash will be withdrawn from the Concessioner’s assignment.
20. The Concessioner will license and maintain all vehicular equipment it uses in a safe operating condition, and adhere to all Applicable Laws, including state requirements. The Concessioner will park such equipment, when not in use, in an area approved by the NPS.

C. Signs

The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas (with prior approval of the NPS of the design, content, and number of such signs) which relate specifically to concession operations. Examples include signs identifying the locations of facilities, operating services and hours, and the Concessioner's rules or policies.

The Concessioner shall ensure that its signs are compatible with NPS sign standards and Concessions Management Guideline requirements. Sign size, style, color, and location shall be submitted for NPS approval prior to installation. No handwritten signs shall be permitted within the Concessioner's areas of responsibility.

The NPS will install traffic and regulatory signs within the areas assigned to the Concessioner.

D. Roads, Walks, Trails, and Parking Areas

1. General. The Concessioner shall maintain and repair all roads, curbs, paved sidewalks, other walkways, trails, and parking areas within its assigned lands, except as noted in the next paragraph below or on the land assignment maps, in a state of good repair and in a manner which provides access to the general public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and/or the NPS. In all assigned areas, the Concessioner shall sweep, sign, and maintain such facilities on a recurring schedule to ensure that public areas are consistently clean and free of ice, snow, litter and earthen debris, and are well marked. Striping plans must have written approval from the NPS prior to implementation. Accessibility meeting ADA standards must be provided within areas assigned to the Concessioner.
2. The Concessioner shall develop an employee parking plan for its assigned areas, which must be submitted to the NPS for approval within ninety (90) days of the effective date of the Contract. This plan will assign locations for employees to park, both at their residences and while at work, in all areas of the Concessioner's assignment.
3. Snow and Ice Removal and Control. The Concessioner is responsible for snow and ice removal and sanding or cindering of all roads, walks, trails, and parking areas within its land assignments, as necessary to make access safe for the visiting public, Concessioner employees, Concessioner maintenance and support operations, and NPS emergency operations, except as identified in Supplement F-1, Snow Removal and Road Maintenance.

Snow and ice removal services performed by the NPS within the Concessioner's assigned areas in accordance with Supplement F-1, Snow Removal and Road Maintenance, will be at the expense of the NPS or on a cost recovery basis, as identified. Snow removal services performed by the NPS within the Concessioner's assigned areas for which the Concessioner is otherwise responsible, if any, will be on a cost recovery basis.

Estimates of costs associated with snow removal are in Appendix 13, Utility Expense.

The use of chemical or foreign material de-icers must be pre-approved by the NPS. Use of chemical or foreign material de-icers below the rim is not permitted.

The Concessioner is responsible for removal of snow from trails for safe passage of concessioner mule traffic.

4. Lighting. The Concessioner shall develop an Exterior Lighting Plan which addresses installation and maintenance of directed lighting systems that provide the minimum necessary lighting for night-time walking in assigned walkway areas. This plan should also address options for preserving night skies. The Exterior Lighting Plan shall be submitted to the NPS within one (1) year of the effective date of the Contract.

5. Maintenance Related to Stock Use. Maintenance and repair of all fences, hitching areas, buildings, and related structures are required. Repairs or improvements to corrals, grading for drainage and erosion control, and manure removal will be accomplished on established schedules.

The Concessioner will provide a trail crew of at least four people in order to accomplish the following on trails used by stock, including the Bright Angel Trail from the South Rim to Phantom Ranch, the South Kaibab Trail from the South Rim to Phantom Ranch, the trail from the Bright Angel Trail at Indian Gardens out to Plateau Point, and trails from livery facilities to the Bright Angel rim corral.

- On a daily basis, eradicate urine pools and remove manure from trails
- Inspect and clean drainage ditches adjacent to trails
- Inspect and replace water bars on Bright Angel Trail
- Ensure that snow and ice are removed to provide for safe passage of mules

The Concessioner will work with NPS trail maintenance staff to determine what work is needed. Quarterly meetings between NPS and Concessioner trail maintenance staff will be held. All work done will be completed to standards in the Grand Canyon Trails Standards.

Quarterly reports of work done will be submitted by the Concessioner to the NPS trail maintenance staff. These reports will include

- Hours and locations worked
- Materials used

The Concessioner may dispose of manure in the park at the discretion of the NPS. A disposal fee may be charged unless otherwise specified. Manure hauling trucks shall be covered.

The Concessioner will ensure that all road/bicycle path crossings utilized by its stock are free of mud and manure.

5. Carcass Removal.

The following actions are to be taken for stock deaths that occur in the inner canyon:

1. Prior to taking any action, the stock user will notify NPS dispatch, 638-7805, of the incident.
2. The stock user will recommend to the NPS a proposed method of carcass disposal.
3. The stock user will then take action based on NPS concurrence, or with modification of the recommended method.

E. Solid Waste

The Concessioner shall provide an effective system for the collection of solid waste within its areas of responsibility. Solid waste is defined as durable goods, non-durable goods, containers and packaging, food wastes, yard wastes and miscellaneous inorganic wastes from residential areas, commercial and institutional operations and public areas in parks. The system shall

address and incorporate the standards and principles set forth in the NPS Solid Waste Alternatives Handbook.

All recyclable solid waste will be collected and disposed of in accordance with the NPS recycling program, on a cost-reimbursable basis. Participation in this recycling program is required.

The Concessioner shall keep its assigned areas free of solid waste and abandoned equipment, vehicles, furniture, and fixtures. Solid waste shall be stored in containers that are covered, waterproof, and animal-/bird-/vermin-proof.

Solid waste containers will be kept clean, well maintained, painted in park-approved colors, and serviceable; sites will be free of spills, waste, and odors. To prevent pest attraction and breeding, all wet solid waste from the Concessioner's operations will be adequately bagged and tied or stored in sealed containers. Waste must not accumulate in containers to the point of overflowing. Solid waste containers shall be conveniently located and in sufficient quantity to handle the needs of the area. The Concessioner will place NPS-approved cigarette receptacles at heavy use locations within assigned areas.

All solid waste must be removed from the park at the Concessioner's expense and disposed of in an appropriate manner at an approved site. Applicable Laws shall be followed. The NPS will do this on a full cost recovery basis or comparability, whichever is greater, or will require the Concessioner to provide it through a private contract, at the discretion of the NPS.

All debris generated by Concessioner construction or demolition projects, either in-house or by independent contractors, will be containerized and covered to prevent broadcast by wind, weather, or wildlife, and removed from the park for appropriate disposal as soon as possible. Disposal of debris in the park is prohibited.

F. Grounds and Landscaping

Within one (1) year of the effective date of the Contract, the Concessioner shall prepare a written Landscape Plan and submit it to the NPS for approval. The Landscape Plan will include general statements regarding the desired regime (manicured, natural, etc.) and condition of the area and sub-areas, as appropriate. The appropriate use of native vegetation, need for revegetation/restoration efforts, and the existence of cultural landscapes should be considered during the planning phase. It should include specific information such as

- locations and scope of work proposed
- safety and resource considerations
- debris disposal
- proposed use of irrigation systems
- water conservation measures.

Written notification and approval are required for maintenance projects that change the character or appearance of any historic landscapes or landscapes in an historic district. This does not apply to routine work that does not change the character, appearance, or value of a facility.

The Concessioner shall conduct its activities in a manner that minimizes impacts to natural or cultural environments, and should use recycled, recyclable, and biodegradable products wherever possible. Chemicals, pesticides, and toxic materials and substances may be used as a last resort as part of an Integrated Pest Management program, and must be pre-approved by the NPS.

The Concessioner shall ensure proper drainage and erosion control to protect landscapes, native vegetation, structures, facilities, other improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible. In cases where grounds and landscaping activities require temporary modification or relocation of structures, facilities, or other improvements assigned to the Concessioner, the Concessioner shall carry out the temporary modification or relocation at its expense, with the prior written approval of the NPS.

The Concessioner will dispose of plant debris as directed by the NPS. The Concessioner should recycle and/or compost all green waste (i.e., shrubbery, fallen trees, grass clippings, etc.) The Concessioner will reduce wild fire hazards, in accordance with the Area's Defensible Space Plan.

The Concessioner will bring to the attention of the NPS the existence of hazard trees and exotic plants within its assigned areas of which it becomes aware. Control of wildlife and insect pests and exotic plants in assigned areas and buildings will be accomplished by the Concessioner in consultation with the park's Science Center in accordance with prior written approval from the NPS of the plans and methods to be employed. The NPS will manage hazard trees.

As facilities are removed or sites become heavily impacted through construction activities or overuse, the Concessioner shall prepare and implement a site restoration component of each Landscape Plan in consultation with the park's landscape architect. Approval in writing from the NPS is required prior to plan implementation by the Concessioner.

G. Firewood

The Concessioner shall acquire fully cured firewood from outside the park for use in assigned facilities.

To minimize hazards associated with fuel wood storage, the Concessioner will store wood away from existing structures and shall comply with instructions provided by the NPS fire management staff, in accordance with the Area's Defensible Space Plan.

H. Utilities

As systems or equipment need to be repaired or replaced, the Concessioner shall use, where feasible and practical, products and technologies which reduce impacts, conserve resources, and improve efficiency, including electric peak load shedding and the use of alternative fuels.

1. Electrical: In expansion of Section V.A. hereof, the Concessioner shall maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down-line from the electricity meters within all Concessioner land assignments, and all fixtures (equipment, lamps, cords, etc.) affixed to secondary electrical lines.

The Concessioner shall repair or replace any damage to the electrical system within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.

The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

In its Environmental Management Plan, the Concessioner shall develop and implement a plan to reduce consumption of electrical energy.

2. L.P., C.N.G. and L.N.G. Gas Systems: The Concessioner shall repair and maintain, in accordance with the requirements of all Applicable Laws, including NFPA 54 and 58 and OSHA 29 CFR 1910.110, all gas systems in its assigned areas, including but not limited to tanks, bottles, regulators, and piping.

The Concessioner will conduct and document inspections of its gas storage and distribution systems in accordance with Applicable Laws.

Placement of new or additional tanks must receive prior written approval of the NPS. All gas installations must be inspected by a state-certified inspector at the expense of the Concessioner.

3. Water: The Concessioner shall repair and maintain water service and building plumbing systems down-flow from the meters within the Concessioner's land assignments, or as shown and/or described on Land Assignment maps. The Concessioner shall repair or replace any damage to the water system within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.

The Concessioner shall implement water conservation measures throughout its operations, in accordance with Applicable Laws and industry standards. The Concessioner shall install low-flow water-conserving fixtures in all new construction, and develop a schedule to retrofit fixtures in existing facilities.

Specifically, in all projects involving new or rehabilitated bathrooms, showers, or sinks/lavatories, new shower heads shall use no more than 2.5 gallons per minute, new toilets shall use no more than 1.6 gallons per flush, and faucets shall be low flow. In all locations where reclaimed water is available for use, double plumbing to allow appropriate use of reclaimed water will be encouraged.

At Desert View, expansion of services and facilities through remodeling, refurbishment, or new construction will require simultaneous retrofitting of water-using fixtures in existing facilities.

The Concessioner shall implement a cross-connection control program in accordance with Arizona state law.

The Concessioner shall comply with U.S. Public Health Service guidelines when reopening and/or repairing drinking water distribution systems and sewer collection/disposal systems.

The Concessioner shall adhere to all Applicable Laws, including Arizona state law and Grand Canyon Reclaimed Water Standard Operating Procedure, regarding the use of reclaimed water. This includes the installation and maintenance of backflow prevention devices where they are required, and a separate, signed agreement between the user and the NPS.

4. Sewage: The Concessioner shall repair and maintain all sewer lines, connections, collection/disposal systems, appurtenances, and attachments within the Concessioner's land assignment from the Concessioner's structures to the sewer collection main or as shown and/or described on the Land Assignment maps. The Concessioner shall repair or replace any damage to the sewage collection/disposal system within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.

The Concessioner shall maintain, repair, and replace fixtures attached to the sewage collection/disposal system (including sinks, toilets, urinals, and dishwashing equipment).

The Concessioner shall install and maintain grease traps as necessary to ensure that grease does not flow into waste water systems. The NPS will bill the Concessioner to recover costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.

5. Telephone Service: The Concessioner shall contract directly with commercial telephone providers for telephone service to its assigned facilities. The Concessioner shall be responsible for all on-premise equipment and wiring.
6. Other Services: The Concessioner shall contract directly with commercial providers, as needed, for photocopying, fax, cable television, and other similar services to its assigned facilities. The Concessioner shall be responsible for all on-premise wiring and equipment.
7. Fuel Storage Tanks and Pumps: The Concessioner shall maintain in a serviceable condition all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing and related appurtenances). The Concessioner shall be responsible for installation, maintenance or replacement of fuel storage tanks and pumps, pipes, etc., the dispensing apparatus, leak detection and spill prevention equipment. The Concessioner shall also be responsible for the installation and maintenance of protection barriers to protect the dispensing equipment. All maintenance, repairs, remodeling, upgrading and fuel spill mitigation shall be in accordance with Applicable Laws.

I. Hazardous Waste management

1. If the Concessioner requires its employees to transport hazardous materials, it must train those employees, in compliance with 49 CFR 172.704 and other Applicable Laws.

2. Individual and public service vehicles with load ratings equal to or greater than 2 tons should carry, at a minimum, enough absorbent material to effectively immobilize any liquids on board.
3. The Concessioner will supply the NPS with copies of the results of all tests conducted on both underground and above ground storage tanks.

J. Weed and Pest Management

Integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means, shall be conducted by the Concessioner in accordance with the NPS Integrated Pest Management Program. Actions taken by the Concessioner to control pests are subject to park approval. Specific problems will be reviewed with the park's Integrated Pest Management Coordinator.

VI. NPS RESPONSIBILITIES

A. General.

During the execution of any NPS responsibilities indicated below, should the NPS disrupt areas or lands within the Concessioner's assigned lands, the NPS shall provide mitigative signing, barriers, and revegetative efforts as needed. The NPS will minimize negative impacts on the facilities and services of the Concessioner caused by NPS operations.

The NPS will coordinate with the Concessioner's maintenance program as follows:

B. Improvements Assigned to the Concessioner

The NPS will provide staff review and written approval of the Concessioner's plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance.

C. Signs

The NPS will install, maintain, and replace all informational, traffic, and regulatory signs that serve the interests of the NPS. The NPS will provide guidance to the Concessioner during the design and installation of all approved Concessioner signing.

D. Roads, Walks, Trails, and Parking Areas.

Refer to Supplement F-1, Snow Removal and Road Maintenance, for maps showing areas of assigned responsibility, and payment basis for those areas (NPS expense or cost recovery basis).

1. The NPS will maintain all roads, curbing, sidewalks, other walkways, trails, and parking areas, except those areas within the Concessioner's land assignment for which the NPS does

not retain responsibility. Within the Concessioner's assigned areas of responsibility, the NPS retains general maintenance responsibilities for the same facilities for which it provides snow removal services, including immediately adjoining curbs, if any, on the same payment basis that applies to the snow removal activity for that same facility.

General maintenance services performed by the NPS within the Concessioner's assigned areas for which the Concessioner is otherwise responsible, if any, will be on a cost recovery basis.

The NPS will review the Concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concessioner projects.

2. **Snow Removal:** The NPS will provide, at its expense, snow and ice removal and sanding or cindering of roads, walks, trails, and parking areas within Grand Canyon National Park which remain open during the winter months and which are outside of those areas assigned to the Concessioner. Within areas assigned to the Concessioner, the NPS will provide snow removal services as identified in Supplement F-1, with costs assigned as described in the Supplement.
3. **Stock Use:** Trails and other facilities assigned to or used by the Concessioner in connection with stock operations and services will be maintained by the Concessioner for the mitigation of impacts resulting from such stock use, in addition to any maintenance which may be performed by the NPS on such facilities.

E. Solid Waste

The NPS will, on a reimbursable basis, either through its own actions or through those of a contractor, provide reliable, regularly scheduled solid waste pickup within areas assigned to the Concessioner.

The NPS will also on a reimbursable basis, either through its own actions or through those of a contractor, provide reliable, regularly scheduled recyclable materials pickup within areas assigned to the Concessioner.

The NPS will provide guidance to the Concessioner regarding procedures and methods for keeping Concessioner solid waste and park wildlife separated.

F. Grounds and Landscaping

The NPS will review the Concessioner's Landscaping Plans, Site Restoration Plans, and Exterior Lighting Plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concessioner projects. The NPS will identify, monitor and remove hazard trees both within and outside of the Concessioner's land assignments.

G. Firewood

Firewood that is made available to the public by the NPS through public auction, sale, or other means shall be made available to the Concessioner on the same basis.

H. Utilities

1. Electrical: The NPS will allow commercial electrical service to be available at all locations assigned to the Concessioner.
2. Water: The NPS shall supply potable water to all areas assigned to the Concessioner in accordance with Applicable Laws.

The NPS will furnish connections, meters, and shut-off valves. All piping and appurtenances down-flow from the meter or as shown and/or described on Land Assignment maps shall be the responsibility of the Concessioner to operate, repair, and maintain. The NPS will provide and maintain fire hydrants at its expense.

3. Sewage: The NPS will provide waste water collection and treatment services to the Concessioner in accordance with Applicable Laws.

The NPS will assume responsibility for waste water collection at the sewer main where major points of collection occur. The NPS will operate and maintain lift stations within lands assigned to the Concessioner. All piping and appurtenances upstream from the major collection points shall be the responsibility of the Concessioner to operate, repair, and maintain.

I. Underground Storage Tank and Hazardous Waste Programs

The NPS will provide oversight of the Concessioner's Underground Storage Tanks and Hazardous Waste Programs. The NPS must approve all plans for any work involving underground storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc.

J. Weed and Pest Management

Integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means, shall be conducted by the Concessioner in accordance with the NPS Integrated Pest Management Program. Actions taken by the Concessioner to control pests are subject to park approval. Specific problems will be reviewed with the park's Integrated Pest Management Coordinator.

VII. ADDITIONAL MAINTENANCE REQUIREMENTS

Additional maintenance responsibilities are addressed in the Operating Plan, Exhibit B to the Contract.

Supplement H-1

SNOW REMOVAL AND ROAD MAINTENANCE

South Rim Accommodations, Facilities and Services
CC-GRCA001-01

The Land Assignment maps in Exhibit D and this Maintenance Plan, Exhibit H, describe specific responsibilities for snow removal and general maintenance for many roads, walks, trails, and parking areas assigned to the Concessioner.

The following map shows roads, walks, trails, and parking areas for which:

- the NPS retains responsibility for snow removal and general maintenance
- the NPS will provide snow removal and general maintenance for the Concessioner on a reimbursable basis
- the Concessioner has assigned responsibility.

As sections of Grand Canyon National Park's General Management Plan are implemented, capital improvements developed or other significant changes occur, this map will be revised.

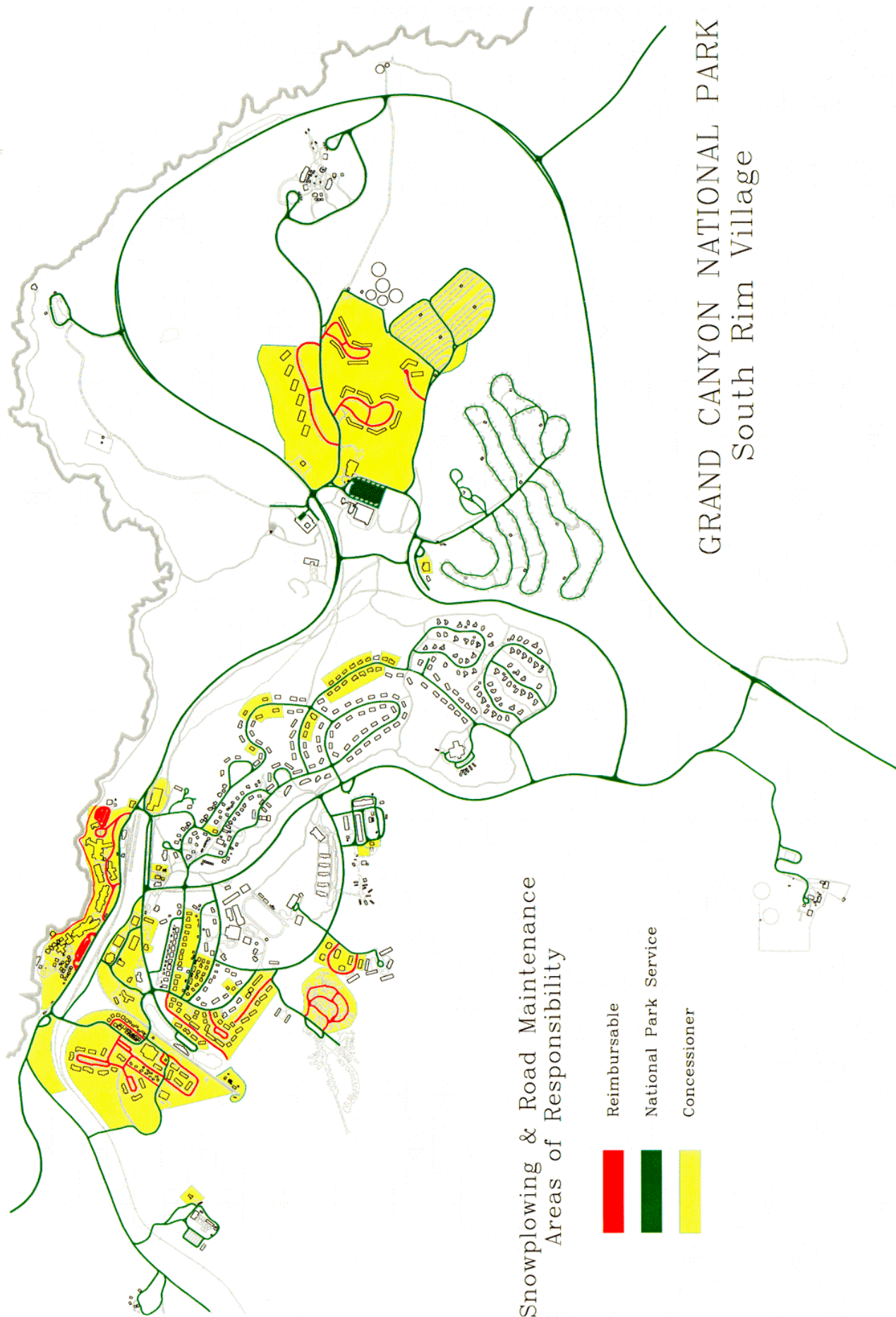


Exhibit I

INSURANCE REQUIREMENTS

South Rim Accommodations, Facilities and Services CC-GRCA001-01

I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

The following minimum coverages are to be regarded as only a minimum. An operator may choose to obtain higher amounts of insurance.

II. LIABILITY INSURANCE

The following Liability Coverage is to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability.

A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit per Occurrence \$3,000,000

Products/Completed Operations Limit aggregate \$2,500,000

Personal Injury & Advertising Injury Limit \$3,000,000

General Aggregate \$6,000,000

Fire Damage Legal Liability "per fire" replacement cost of buildings

2. The liability coverages may not contain the following exclusions/limitations:

- a. Athletic or Sports Participants
- b. Products/Completed Operations
- c. Personal Injury or Advertising Injury exclusion or limitation
- d. Contractual Liability limitation
- e. Explosion, Collapse and Underground Property Damage exclusion
- f. Total Pollution exclusion
- g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)

3. For all lodging facilities and other indoor facilities where there may be a large concentration of people, the pollution exclusion may be amended so that it does not apply to the smoke, fumes, vapor or soot from equipment used to heat the building.

*** Grand Canyon National Park ***

*** Intermountain Region – National Park Service ***

4. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto." (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos shall be maintained.)

Each Accident Limit \$2,000,000 or as required by the state of Arizona.

C. Liquor Liability

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit \$2,500,000 or as required by the state of Arizona

Aggregate Limit \$5,000,000 or as required by the state of Arizona

D. Design Liability.

Designers selected and hired by the Concessioner to design the facilities required to be built in Section 9 of this Contract shall carry design liability insurance either through their individual firms or specific to the project.

E. Garage Liability

This coverage is not required, but may be used in place of Commercial General Liability and Auto Liability coverages for some operations. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limits--Garage Operations

Auto Only

Other Than Auto Only

Personal Injury & Advertising

Injury Limit

Fire Damage Legal Liability "per fire"

Aggregate Limit--Garage Operations

Other Than Auto Only

If owned vehicles are involved, Liability coverage should be applicable to "any auto" otherwise, coverage applicable to "hired" and "non- owned" autos should be maintained.

G. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for

bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

H. Care, Custody and Control--Legal Liability

Coverage must be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss as required by the state of Arizona

I. Environmental Impairment Liability

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit as required by the state of Arizona
Aggregate Limit as required by the state of Arizona

J. Special Provisions for Use of Aggregate Policies

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

K. Self-Insured Retentions

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

L. Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

III. PROPERTY INSURANCE

A. Building(s) and/or Contents Coverage

1. Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit D of this Contract.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.

5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.
8. Flood Coverage shall be maintained with a limit of not less than \$2,339,516, which is the current insurance replacement value of the buildings at Phantom Ranch.
9. Earthquake Coverage shall be maintained at replacement cost.
10. Ordinance or Law Coverage may be maintained.

B. Boiler & Machinery Coverage

1. Insurance shall apply to all pressure objects within Concession Facilities.
2. The policy shall provide for loss recovery on a Replacement Cost basis.
3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
4. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
5. Coverage is to be provided on a blanket basis.
6. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
7. Ordinance or Law Coverage may be maintained.

C. Builders Risk Coverage

1. Insurance shall cover new buildings or structures under construction at the Concession Facilities, and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.

5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Any occupancy restriction must be eliminated.
7. Any collapse exclusion must be eliminated.
8. Any exclusion for loss caused by faulty workmanship must be eliminated.
9. Flood Coverage shall be maintained with a limit of not less than the value of the building to be constructed, if it is in a flood zone.

D. Business Interruption and/or Expense

Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

E. Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

F. Required Clauses

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. __ dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

2. The United States Department of the Interior, National Park Service, will be named as additional insured on certificates.

IV. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible

to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Where appropriate, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

V. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

VI. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this Contract shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

VII. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be considered the minimum to be maintained.

Exhibit J

HISTORIC PERSONAL PROPERTY

South Rim Accommodations, Facilities and Services CC-GRCA001-01

Historic Personal Property:

Historic Personal Property as of the date of initial execution of this CONTRACT is as listed below.

The list will be adjusted as required:

Food and Beverage

El Tovar	Four original hand-painted doors between main dining room and Canyon Room Clock
El Tovar Private Dining Room	Five 8" blue plates 10" oval blue plate Six 10 oz blue glasses Two 8 oz blue glasses One 12" rose plate Two wine blue glasses 16" blue platter 18" blue platter One original oil painting by Chris Jorgensen, dated 1910, hung in the Canyon Room

Rooms

- Four Singer sewing machines (Uniform Center and El Tovar attic)
- Armoire in El Tovar Solarium
- Desk in Colter
- Clock in El Tovar lobby
- Animal trophies in the El Tovar lobby
- Two desks in El Tovar attic
- Bench in El Tovar by public restrooms
- Bright angel lobby fixtures; i.e., hanging lights and the thunderbird
- Hanging light fixtures in Bucky, Powell, Rim Cabins and Historic Cabins
- All claw footed bathtubs in Bucky and Powell

Fred Harvey History Room/Museum (Bright Angel)

- Miscellaneous items on display which are of historic value
- Fred Harvey portrait, oil painting

Retail

Lookout Studio	<ul style="list-style-type: none">▪ 2 candle sticks converted into lamps▪ Circa 1920 desk
Hermit's Rest	<ul style="list-style-type: none">▪ 2 wall clocks▪ 2 convertible table/chairs▪ 2 log hewn chairs▪ 2 large wooden chairs with rawhide mesh seats▪ Large wooden table▪ Log hewn bench▪ Round checkerboard table▪ 4 metal hanging lanterns▪ Large Fred Harvey floor safe▪ 2 pieces of pottery▪ Fireplace implements and accessories including: brass teapot and holder, brass ashcan, two sets of ironwork guards (2 per set), two pokers and one shovel, frypan, popcorn popper, log snare with bighorn motif
Bright Angel	<ul style="list-style-type: none">▪ Safe▪ Dinner gong▪ Jenny Lind statue▪ Stagecoach▪ Small round table with flowers painted on top▪ Leather and carved wood sofa▪ Rocking horse "over doorway"▪ Telescope
Hopi House	<ul style="list-style-type: none">▪ Desk▪ Wooden file cabinet, 4-drawer▪ 4 rustic foot stools approximately 24" wide/tall▪ Large bench with back and shelf▪ Heavy wooden 5' bench (no sides or back)▪ Wooden chair – solid square back▪ Small bench, all wood, 36" wide▪ Wicker rocking chair▪ 3 dressers (one with mirror)▪ 2 free standing cabinets▪ Round footstool▪ Dining table▪ Large copper pot (approximately 36" diameter)▪ Hat rack, 5'6" tall, gray tone wood▪ 3 maple chests of drawers (5-drawers)▪ Maple dining table with 6 matching chairs▪ Maple mirror▪ Maple couch

	<ul style="list-style-type: none">▪ 3 maple rocking chairs▪ 2 maple easy chairs▪ Maple desk▪ 2 maple desks with side drawers▪ Maple coffee table▪ Maple corner hutch▪ Maple desk with fold-down shelf▪ 3 maple end tables▪ 2 maple night stands▪ 2 Mission style chairs▪ Blue and white serving table▪ White (half-round) chair▪ Grandfather clock
El Tovar	<ul style="list-style-type: none">▪ 2 hutches – one oak, one painted
Desert View Watchtower	<ul style="list-style-type: none">▪ 2 wood slice tables with 4 legs bound with leather, made by Edwin Wayne Cummings, circa 1935▪ 1 iron grinder pot – Enterprise Manufacturing Co., Philadelphia, PA▪ 3 wood carved headdresses▪ 2 wood pokers and popcorn popper at fireplace▪ wood slab chairs with leather backing, bound with leather, made by Edwin Wayne Cummings circa 1935▪ Clay pot with spout and handles on fireplace mantle▪ Tree slab table with 3 legs; Edwin Wayne Cummings, circa 1935▪ Slab chair leather woven back with hide covered seat▪ ¾ round table (table/drum) with four stabilizing legs covered with leather hide▪ 2 slab 4-legged arm chairs with leather back▪ 2 4-legged wooden block tables▪ large tree root resembling an owl's face▪ 3-leg slab table▪ 5 round war shields▪ 3 pottery bowls▪ 2 ram horns▪ round light fixture▪ log under Lazart display▪ kiva ladder▪ 9 pottery light fixtures in tower
Accounting Department	<ul style="list-style-type: none">▪ Payroll Office – Simplex time clock